FORM PTO-1618A 04 Expires 06/20/098 OMB 0861-0027	-06-2000	DENARK
RECORDATION	01308140 STATE OF THE STATE	1 17
TO: The Commissioner of Patents and Trademarks:	Please record the attached original document(s) of	or oem/(les).
Submission Type  X New	Conveyance Type Assignment License	
Resubmission (Non-Recordation) Document ID #	Effective	unc Assignmen re Date lav Year
Correction of PTO Error Ree! # Frame #		
Corrective Document	Change of Name	
Reel # Frame #	Other	
Conveying Party	Mark if additional names of conveying parties attached	Execution Date
Name MARANATHA ACQUISITION CORP.		Month Day Year
		Month Day Year
Name MARANATHA ACQUISITION CORP.	Limited Partnership X Corporation	
Name MARANATHA ACQUISITION CORP.  Formerly General Partnership Other		_
Name MARANATHA ACQUISITION CORP.  Formerly		
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Name MARANATHA ACQUISITION CORP.  Formerty  Individual General Partnership  Other  Citizenship/State of Incorporation/Organiza  Receiving Party  Name U. S. BANK NATIONAL ASSOCIATION  DBA/AKA/TA	tion DELAWARE  Mark If additional names of receiving parties attached	_
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Name MARANATHA ACQUISITION CORP.  Formerly	tion DELAWARE  Merk If additional names of receiving parties attached  ON	Association
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Mail documents to be recorded with required cover sheet(s) information to:

Commissioner of Patents and Trademarks, Sox Assignments , Washington, D.C. 20231

TRADEMARK

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FORM PTO-1618B Page 2	U.S. Department of Commorae Potent and Trademark Office TRADEMARK
Domestic Representative Name and Address Enter for the first Receiving	Party only.
Name	
Address (line 1)	
Address (line 2)	
Address (line 3)	
Address (tine 4)	
Correspondent Name and Address Area Code and Telephone Number 503-224-585	8
Name JON J. NAPIER	
Address (line 1) MILLER NASH LLP	
Address (fine 2) 3500 U. S. BANCORP TOWER	
Address (line 3) 111 S.W. FIFTH AVENUE	
Address (line 4) PORTLAND, OR 97204-3699	
Pages Enter the total number of pages of the attached conveyance document including any attachments.	# 60
· · · · · · · · · · · · · · · · · · ·	f additional numbers attached
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH number Trademark Application Number(s) Registration N	
1453359 149336	
2309580	
1656943	
Number of Proposition	
P. A. A. A. B. A. A. B. A. A. B. A.	
Fee Amount   Fee Amount for Properties Listed (37 CFR 3.41): \$ 115.	00
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)	
Deposit Account Number: #	13-3571
Authorization to charge additional fees: Yes	X No
Statement and Signature  To the best of my knowledge and belief, the foregoing information is true and correct:	and any
attached copy is a true copy of the original document. Charges to deposit account and indicated herein.	
JON J. NAPIER	2/23/00
Name of Person Signing Signature	Date Signed

## SUBORDINATED SECURITY AGREEMENT

THIS SUBORDINATED SECURITY AGREEMENT is entered into as of December 22. 1998, between MARANATHA ACQUISITION CORP., a Delaware corporation (referred to below as "Grantor"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association (referred to below as "Lender").

For valuable consideration, Grantor grants to Lender a security interest in the Collateral to secure the Indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law. The parties further agree as follows:

- DEFINITIONS. The following words shall have the following meanings when used in 1. this Agreement. Terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.
- Agreement. The word "Agreement" means this Security Agreement, as this Security Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Security Agreement from time to time.
- Collateral. The word "Collateral" means the following described property of Grantor, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located: All accounts, chattel paper, general intangibles, instruments, documents, contract rights, equipment leases, inventory, equipment, including those items listed on Schedule 1 attached hereto, and all tradenames, trademarks, patents, copyrights, and related goodwill, including without limitation the intangible assets listed on Schedule 2 attached hereto, and all proceeds thereof.

In addition, the word "Collateral" includes all the following, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

- All attachments, accessions, accessories, tools, parts, supplies, increases, and additions to and all replacements of and substitutions for any property described above.
- All products and produce of any of the property described in this **(b)** Collateral section.
- All accounts, contract rights, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, or other disposition of any of the property described in this Collateral section.
- All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral section.

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- (e) All records and data relating to any of the property described in this Collateral section, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Grantor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.
- 1.3 Event of Default. The words "Event of Default" mean and include any of the Events of Default set forth below in the section titled "Events of Default."
- 1.4 Grantor. The word "Grantor" means the entities described above and each of their successors and assigns.
- 1.5 Guarantor. The word "Guarantor" means and includes without limitation, each and all of the guarantors, sureties, and accommodation parties in connection with the Indebtedness.
- 1.6 Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Subordinated Loan Agreement, including all principal and interest, together with all other indebtedness and costs and expenses for which Grantor is responsible under this Agreement or under any of the Related Documents.
- 1.7 Lender. The word "Lender" means U.S. Bank National Association, its successors and permitted assigns.
- 1.8 Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, guaranties, security agreements, mortgages, deeds of trust, letter of credit documents, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Credit Agreement.
- 1.9 Subordinated Loan Agreement. The words "Subordinated Loan Agreement" mean the senior subordinated loan agreement of even date herewith, in the principal amount of \$1,800,000 between Grantor and Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the Subordinated Loan Agreement, including all increases of Indebtedness under the Subordinated Loan Agreement.
- 2. RIGHT OF SETOFF. Grantor hereby grants Lender a contractual possessory security interest in and hereby assigns, conveys, delivers, pledges, and transfers to Lender, for security, all of Grantor's right, title and interest in and to Grantor's accounts with Lender (whether checking, savings, or some other account), including all accounts held jointly with someone else and all accounts Grantor may open in the future, excluding however all IRA, Keogh, tax deposit, and trust accounts. Grantor authorizes Lender, to the extent permitted by applicable law, to charge or setoff all Indebtedness against any and all such accounts.

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- 3. OBLIGATIONS OF GRANTOR. Grantor warrants and covenants to Lender as follows:
- Perfection of Security Interest. Grantor agrees to execute such financing 3.1 statements and to take whatever other reasonable actions are requested by Lender to perfect and continue Lender's security interest in the Collateral. Upon request of Lender, Grantor will deliver to Lender any and all of the documents evidencing or constituting the Collateral, and Grantor will note Lender's interest upon any and all chattel paper if not delivered to Lender for possession by Lender. Grantor hereby appoints Lender as its irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect or to continue the security interest granted in this Agreement. Lender may at any time, and without further authorization from Grantor, file a carbon, photographic or other reproduction of any financing statement or of this Agreement for use as a financing statement. Grantor will reimburse Lender for all reasonably incurred expenses for the perfection and the continuation of the perfection of Lender's security interest in the Collateral. Grantor promptly will notify Lender before any change in Grantor's name including any change to the assumed business names of Grantor. This is a continuing Security Agreement and will continue in effect even though all or any part of the Indebtedness is paid in full and even though for a period of time Grantor may not be indebted to Lender.
- 3.2 No Violation. The execution and delivery of this Agreement will not violate any law or agreement governing Grantor or to which Grantor is a party, and its certificate of incorporation and bylaws do not prohibit any term or condition of this Agreement.
- 3.3 Enforceability of Collateral. To the extent the Collateral consists of accounts, contract rights, chattel paper, or general intangibles, the Collateral is enforceable in accordance with its terms, is genuine, and complies in all material respects with applicable laws concerning form, content and manner of preparation and execution, and, to the best of Grantor's knowledge, all persons appearing to be obligated on the Collateral have authority and capacity to contract and are in fact obligated as they appear to be on the Collateral.
- 3.4 Removal of Collateral. Grantor shall keep the Collateral (or to the extent the Collateral consists of intangible property such as accounts, the records concerning the Collateral) at Grantor's address shown on Schedule 5.1(A)-2 to the Credit Agreement, or at such other locations as are reasonably acceptable to Lender. Except in the ordinary course of its business, including the sales of inventory, Grantor shall not remove the Collateral from its existing locations without the prior written consent of Lender which shall not be unreasonably withheld or delayed. To the extent that the Collateral consists of vehicles, or other titled property, Grantor shall not take or permit any action which would require application for certificates of title for the vehicles outside the State of Oregon, without the prior written consent of Lender.
- 3.5 Transactions Involving Collateral. Except for inventory sold or accounts collected in the ordinary course of Grantor's business or the dispositin of used equipment in the ordinary course of Grantor's business, Grantor shall not sell, offer to sell, or otherwise transfer or dispose of the Collateral. Grantor shall not pledge, mortgage, encumber or otherwise permit the Collateral to be subject to any lien, security interest, encumbrance, or charge, other than (a) the security interest provided for in this Agreement, (b) Permitted Liens, and (c) liens securing the obligations under the Senior Subordinated Loan Agreement or the Subordinated Debt, without

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the prior written consent of Lender. This includes security interests even if junior in right to the security interests granted under this Agreement. Unless waived by Lender, all proceeds from any disposition of the Collateral (for whatever reason) shall be held in trust for Lender and shall not be commingled with any other funds; provided however, this requirement shall not constitute consent by Lender to any sale or other disposition. Upon receipt, Grantor shall immediately deliver any such proceeds to Lender.

- 3.6 Title. Grantor represents and warrants to Lender that it holds title to the Collateral, free and clear of all liens and encumbrances except for the senior liens granted to Lender as provided for in the Subordinated Loan Agreement and (a) the lien of this Agreement, (b) Permitted Liens, and (c) liens securing the obligations under the Senior Subordinated Loan Agreement or other Subordinated Debt. Grantor shall defend Lender's rights in the Collateral against the claims and demands of all other persons.
- 3.7 Collateral Schedules and Locations. Insofar as the Collateral consists of equipment, Grantor shall deliver to Lender, as often as Lender shall reasonably require (but in any event not more frequently than quarterly in the absence of the existence of an Event of Default), such lists, descriptions, and designations of such Collateral as Lender may require to identify the nature, extent, and location of such Collateral. Such information shall be submitted for Grantor and each of its subsidiaries or related companies.
- 3.8 Maintenance and Inspection of Collateral. Grantor shall maintain all tangible Collateral in good condition and repair. Grantor will not commit or permit damage to or destruction of any material part of the Collateral. Lender and its designated representatives and agents shall have the right at all reasonable times (and, in the absence of the existence of an Event of Default, on reasonable advance notice) to examine, inspect, and audit the Collateral wherever located. Grantor shall immediately notify Lender of all cases involving the return, rejection, repossession, loss or damage of or to any material part of the Collateral; of any request for credit or adjustment or of any other dispute arising with respect to the Collateral in excess of \$25,000; and generally of all happenings and events materially affecting the Collateral or the value or the amount of the Collateral.
- assessments and liens upon the Collateral, its use or operation, upon this Agreement, upon any promissory note or notes evidencing the Indebtedness, or upon any of the other Related. Documents. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not materially jeopardized in Lender's reasonable judgment. If the Collateral is subjected to a lien which is not a Permitted Lien and which is not discharged or the enforcement of which is not stayed within fifteen (15) days, Grantor shall deposit with Lender cash, a sufficient corporate surety bond or other security satisfactory to Lender in an amount adequate to provide for the discharge of the lien plus any interest, costs, attorneys' fees or other charges that could accrue as a result of foreclosure or sale of the Collateral. In any contest Grantor shall defend itself and Lender and shall satisfy any final adverse judgment before enforcement against the Collateral. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

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- 3.10 Compliance With Governmental Requirements. Grantor shall comply promptly in all material respects with all laws, ordinances and regulations of all governmental authorities applicable to the production, disposition, or use of the Collateral. Grantor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Lender's interest in the Collateral, in Lender's opinion, is not materially jeopardized.
- Hazardous Substances. Except for matters previously disclosed to Lender by Grantor in Grantor's "Certificate and Indemnity Regarding Hazardous Substances," Grantor represents and warrants that the Collateral never has, to Grantor's actual knowledge, been, and never will be so long as this Agreement remains a lien on the Collateral, used, except in material compliance with all Environmental laws (as defined below), for the generation, manufacture, storage, transportation, treatment, disposal, release or threatened release of any hazardous waste or substance, as those terms are defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing or intended to protect human health or the environment ("Environmental Laws"). The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. The representations and warranties contained herein are based on Grantor's knowledge after due diligence in investigating the Collateral for hazardous wastes and substances. Grantor hereby agrees to indemnify and hold harmless Lender against any and all claims and losses resulting from a breach of this provision of this Agreement, or as a result of a violation of any Environmental Laws, other than claims resulting from the gross negligence or willful misconduct of Lender. This obligation to indemnify shall survive the payment of the Indebtedness and the satisfaction of this Agreement.
- risks insurance, including without limitation fire, theft and liability coverage together with such other insurance as Lender may reasonably require with respect to the Collateral, in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days' prior written notice to Lender and not including any disclaimer of the insurer's liability for failure to give such a notice. In connection with all policies covering assets in which Lender holds or is offered a security interest, Grantor will provide Lender with such loss payable or other endorsements as Lender may reasonably require. If Grantor at any time fails to obtain or maintain any insurance as required under this Agreement, Lender may (but shall not be obligated to), after three business days' notice to Grantor, obtain such insurance as Lender deems appropriate, including if it so chooses "single interest insurance," which will cover only Lender's interest in the Collateral. The following notice is given pursuant to ORS 746.201:

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#### WARNING



Unless Grantor provides Lender with evidence of the insurance coverage as required herein, Lender may purchase insurance at Grantor's expense to protect Lender's interest. This insurance may, but need not, also protect Grantor's interest. If the collateral becomes damaged, the coverage Lender purchases may not pay any claim Grantor makes or any claim made against Grantor. Grantor may later cancel this coverage by providing evidence that Grantor has obtained property coverage elsewhere.

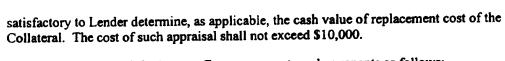
Grantor is responsible for the cost of any insurance purchased by Lender. The cost of this insurance may be added to the indebtedness secured hereby. If the cost is added to the indebtedness secured hereby, the interest rate on the indebtedness secured hereby will apply to this added amount. The effective date of coverage may be the date the prior coverage lapsed or the date Grantor failed to provide proof of coverage.

The coverage Lender purchases may be considerably more expensive than insurance Grantor can obtain on Grantor's own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

- 3.13 Application of Insurance Proceeds. Grantor shall promptly notify Lender of any loss or damage to any material portion of the Collateral. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. All proceeds of any insurance on the Collateral, including accrued proceeds thereon, shall be subject to Lender's security interest as part of the Collateral. So long as no Event of Default exists, Lender shall pay the proceeds to Grantor.
- 3.14 Insurance Reserves. If Grantor has failed to maintain insurance as required herein, Lender may require Grantor to maintain with Lender reserves for payment of insurance premiums, which reserves shall be created by monthly payments from Grantor of a sum estimated by Lender to be sufficient to produce, at least twenty (20) days before the premium due date, amounts at least equal to the insurance premiums to be paid and Lender shall pay such premiums on behalf of Grantor. If twenty (20) days before payment is due, the reserve funds are insufficient, Grantor shall upon demand pay any deficiency to Lender. The reserve funds shall be held by Lender as a general deposit and shall constitute a non-interest bearing account which Lender may satisfy by payment of the insurance premiums required to be paid by Grantor as they become due. Lender does not hold the reserve funds in trust for Grantor, and Lender is not the agent of Grantor for payment of the insurance premiums required to be paid by Grantor.
- 3.15 Insurance Reports. No more frequently than quarterly, Grantor, upon request of Lender, shall furnish to Lender reports on each existing policy of insurance showing such information as Lender may reasonably request including the following: (a) the name of the insurer; (b) the risks insured; (c) the amount of the policy; (d) the property insured; (e) the then current value on the basis of which insurance has been obtained and the manner of determining that value; and (f) the expiration date of the policy. In addition, Grantor shall upon request by Lender (however not more often than once every three years) have an independent appraiser

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- 3.16 Intangible Assets. Grantor warrants and covenants as follows:
- (a) a true and complete schedule setting forth all patents, patent applications, federal and/or state trademarks, service marks, trade name or brand name registrations, and federal copyright registrations owned or controlled by Grantor or licensed to Grantor, together with a summary description and full information in respect of the filing, registration, or issuance thereof and expiration dates is set forth on Schedule 2;
- (b) each of the patents, trademark registrations, and copyright registrations is valid and enforceable, and Grantor is not presently aware of any past, present, or prospective claim by any third party that any of the patents, trademark registrations, or copyright registrations are invalid or unenforceable, or that the use of any patents, trademarks, or copyrights violates the rights of any third person, or of any basis for any such claims;
- (c) Grantor has used and will continue to use proper statutory notice in connection with its use of each of the patents, registered trademarks, and registered copyrights;
- (d) Grantor has used and will continue to use consistent standards of high quality (which may be consistent with Grantor's past practices) in the manufacture, sale, and delivery of products and services sold or delivered under or in connection with the trademarks, including, to the extent applicable, in the operation and maintenance of its merchandising operations, and will continue to maintain the validity of the trademarks;
- (e) if Grantor shall obtain rights to any new patentable inventions, trademarks, or copyrights, or become entitled to the benefit of any patent application or patent for any reissue, divisional, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto; and
- (f) Grantor shall commence and diligently prosecute in its own name, as the real party in interest, for its own benefit, and its own expense, such suits, administrative proceedings, or other actions for infringement or other damages as are in its reasonable business judgment necessary to protect the Collateral. Grantor shall provide to Lender any information with respect thereto requested by Lender. Lender shall provide at Debtor's expense all necessary cooperation in connection with any such suit, proceeding, or action, including, without limitation, joining as a necessary party.
- 4. GRANTOR'S RIGHT TO POSSESSION. Until default, Grantor may have possession of the tangible personal property and beneficial use of all the Collateral and may use it in any lawful manner not inconsistent with this Agreement or the Related Documents, provided that Grantor's right to possession and beneficial use shall not apply to any Collateral where possession of the Collateral by Lender is required by law to perfect Lender's security interest in such Collateral. If Lender at any time has possession of any Collateral, whether before or after an Event of Default, Lender shall be deemed to have exercised reasonable care in the custody

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and preservation of the Collateral if Lender takes such action for that purpose as Grantor shall request or as Lender would afford to its own property, but failure to honor any request by Grantor shall not of itself be deemed to be a failure to exercise reasonable care. Lender shall not be required to take any steps necessary to preserve any rights in the Collateral against prior parties, nor to protect, preserve or maintain any security interest given to secure the Collateral.

- EXPENDITURES BY LENDER. If not discharged or paid when due, Lender may (but shall not be obligated to) discharge or pay any amounts required to be discharged or paid by Grantor under this Agreement, including without limitation all taxes, liens, security interests, encumbrances, and other claims, at any time levied or placed on the Collateral. Lender also may (but shall not be obligated to) pay all reasonable costs for insuring, maintaining and preserving the Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Subordinated Loan Agreement from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses shall become a part of the Indebtedness and, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Subordinated Loan Agreement and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Subordinated Loan Agreement, or (c) be treated as a balloon payment which will be due and payable at the Subordinated Loan Agreement's maturity. This Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of an Event of Default.
- 6. EVENTS OF DEFAULT. Each of the following shall constitute an Event of Default under this Agreement.
- 6.1 Cross-Default. The occurrence of an "Event of Default" under the Subordinated Loan Agreement.
- 6.2 Other Defaults. Failure (after any required notice or applicable cure period) of Grantor to comply with or to perform any term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents. If any such default is curable and if Grantor has not been given a prior notice of a breach of the same provision of this Agreement, it may be cured (and no Event of Default will have occurred) if Grantor, after Lender sends written notice demanding cure of such default, (a) cures the default within ten (10) days; or (b) if the cure requires more than ten (10) days, immediately initiates steps which Lender deems in the exercise of its reasonable judgment to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.
- 6.3 False Statements. Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor under this Agreement is false or misleading in any material respect, either now or at the time made or furnished.
- 6.4 Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral documents to create a valid and perfected security interest or lien) at any time and for any reason.

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- RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Agreement, at any time thereafter, Lender shall have all the rights of a secured party under the Oregon Uniform Commercial Code. In addition and without limitation, Lender may exercise any one or more of the following rights and remedies:
- Assemble Collateral. Lender may require Grantor to deliver to Lender all or any portion of the Collateral and any and all certificates of title and other documents relating to the Collateral. Lender may require Grantor to assemble the Collateral and make it available to Lender at a place to be designated by Lender. Lender also shall have full power to enter upon the property of Grantor to take possession of and remove the Collateral. If the Collateral contains other goods not covered by this Agreement at the time of repossession, Grantor agrees Lender may take such other goods, provided that Lender makes reasonable efforts to return them to Grantor after repossession.
- Sell the Collateral. Lender shall have full power to sell, lease, transfer, or otherwise deal with the Collateral or proceeds thereof in its own name or that of Grantor. Lender may sell the Collateral at public auction or private sale. Unless the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give Grantor reasonable notice of the time after which any private sale or any other intended disposition of the Collateral is to be made unless Grantor has signed, after an Event of Default occurs, a statement renouncing or modifying Grantor's right to notification of sale. The requirements of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the sale or disposition. All expenses relating to the disposition of the Collateral, including without limitation the expenses of retaking, holding, insuring, preparing for sale and selling the Collateral, shall become a part of the Indebtedness secured by this Agreement and shall be payable on demand, with interest at the Subordinated Loan Agreement rate from date of expenditure until repaid.
- Appoint Receiver. To the extent permitted by applicable law, Lender shall have 7.3 the following rights and remedies regarding the appointment of a receiver: (a) Lender may have a receiver appointed as a matter of right, (b) the receiver may be an employee of Lender and may serve without bond, and (c) all fees of the receiver and his or her attorney shall become part of the Indebtedness secured by this Agreement and shall be payable on demand, with interest at the Subordinated Loan Agreement rate from date of expenditure until repaid.
- Collect Revenues, Apply Accounts. Lender, either itself or through a receiver, 7.4 may collect the payments, rents, income, and revenues from the Collateral. Lender may at any time in its discretion transfer any Collateral into its own name or that of its nominee and receive the payments, rents, income, and revenues therefrom and hold the same as security for the Indebtedness or apply it to payment of the Indebtedness in such order of preference as Lender may determine. Insofar as the Collateral consists of accounts, general intangibles, insurance policies, instruments, chattel paper, choses in action, or similar property, Lender may demand, collect, receipt for, settle, compromise, adjust, sue for, foreclose, or realize on the Collateral as Lender may determine, whether or not Indebtedness or Collateral is then due. For these purposes, Lender may, on behalf of and in the name of Grantor, receive, open and dispose of mail addressed to Grantor; change any address to which mail and payments are to be sent; and endorse notes, checks, drafts, money orders, documents of title, instruments and items pertaining

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to payment, shipment, or storage of any Collateral. To facilitate collection, Lender may notify account debtors and obligors on any Collateral to make payments directly to Lender.

- 7.5 Obtain Deficiency. If Lender chooses to sell any or all of the Collateral, Lender may obtain a judgment against Grantor for any deficiency remaining on the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this Agreement. Grantor shall be liable for a deficiency even if the transaction described in this subsection is a sale of accounts or chattel paper.
- 7.6 Other Rights and Remedies. Except as may be expressly set forth to the contrary herein, Lender shall have all the rights and remedies of a secured creditor under the provisions of the Uniform Commercial Code, as may be amended from time to time. In addition, Lender shall have and may exercise any or all other rights and remedies it may have available at law, in equity, or otherwise.
- 7.7 Cumulative Remedies. All of Lender's rights and remedies, whether evidenced by this Agreement or the Related Documents or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and to exercise its remedies.
- 8. MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:
- 8.1 Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- 8.2 Applicable Law. This Agreement has been delivered to Lender and accepted by Lender in the State of Oregon. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts sitting in Multnomah County, State of Oregon. Subject to the provisions on arbitration, this Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.
- 8.3 Attorneys' Fees; Expenses. Grantor agrees to pay upon demand all of Lender's costs and expenses, including reasonable attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may pay someone else to help enforce this Agreement, and Grantor shall pay the reasonable costs and expenses of such enforcement. Costs and expenses include Lender's reasonable attorneys' fees and legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (and including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Grantor also shall pay all court costs and such additional fees as may be directed by the court.

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- 8.4 Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.
- 8.5 Notices. All notices required to be given under this Agreement shall be given in the manner specified in the Subordinated Loan Agreement.
- 8.6 Power of Attorney. Grantor hereby appoints Lender as its true and lawful attorney-in-fact, irrevocably, with full power of substitution to do the following: (a) dring the existence of an Event of Default, to demand, collect, receive, receipt for, sue and recover all sums of money or other property which may now or hereafter become due, owing or payable from the Collateral; (b) to execute, sign and endorse any and all claims, instruments, receipts, checks, drafts or warrants issued in payment for the Collateral; (c) to settle or compromise any and all claims arising under the Collateral, and, in the place and stead of Grantor, to execute and deliver its release and settlement for the claim; and (d) to file any claim or claims or to take any action or institute or take part in any proceedings, either in its own name or in the name of Grantor, or otherwise, which in the discretion of Lender may seem to be necessary or advisable. This power is given as security for the Indebtedness, and the authority hereby conferred is and shall be irrevocable and shall remain in full force and effect until renounced by Lender.
- 8.7 Preference Payments. Any monies Lender pays because of an asserted preference claim in Borrower's bankruptcy will become a part of the Indebtedness and, at Lender's option, shall be payable by Borrower as provided above in the "EXPENDITURES BY LENDER" paragraph.
- 8.8 Severability. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.
- 8.9 Successor Interests. Subject to the limitations set forth above on transfer of the Collateral, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns.
- Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute

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continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**GRANTOR:** 

MARANATHA ACQUISITION CORP.

By: Lawrey V. (

LENDER:

U.S. BANK NATIONAL ASSOCIATION

By: While C. Malignit
Its: Vice President

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## Schedule 1

See attached

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## EQUIPMENT SCHEDULE

Item Numbers are from Accountants Report	MODEL			
ITEM IDENTIFICATION		YEAR	COST	QTY
61 2 - Warehouse Terminals			1,250	
62 Phones ATET Merlin, 10-key	86	86	718	2
63 Love Seat Cloth given away 1/95	86	86	350	
69 Dochange Oak 51 w 41	86	86	350	
63 Office Desk Cak, 6' x 3'	85	86	1,200	
65 Fujitsu DL2400 Prn Serial # 43072	87	88	2,390	2
65 Battery Backup Data Shield Serial # 304679A	87	88	369	
65 Qume Laser Printer Serial # 342965	87	88	4,295	
66 AT&T Fax 35200 Serial # 8090103 Trade-in 5/92	88	88	2,200	
67 Office Desk 2 part Oak 6' x 2-1/2' x 3'	88	88	795	
End Table w/gl. top Oak 24" x 24"	88	88	378	2
71 Cocktail Table w/glass Oak 24" x 50"	88	88	199	
1002 Conveyor System Bauer #334		86	11,340	
1055 Conveyor - BUYOUT - 10/91			1,050	
1002 Peanut Roaster Bauer #333		86	18,500	
Repair and Rebuild Bauer Roaster		86	8,000	
1053 Bauer Roaster - SUYOUT - 9/91			800	
1004 Warehouse Shelving Uprights & Beams	85	85	338	4
1005 Hobert Grinder Ser. #1218838 Model #4052-0 Given	Amay	87	550	
1006 Riectric Motor 1/2 hp Model # 6KK118	87	87	800	2
1007 Labeling Machine Labellette Contracted to Sell		85	4,185.	50
1025 Labellette - BUYOUT - 4/90 Contracted to Sell			310	
1008 Custom Taping Mach. #283-211 Model V-1000	83	88	2,000	
1009 Campbel Hausfeld #42088L-099454	88	86	750	
Compressor (located in Trail mix area)				
1016 Stainless Bin-Oven Custom Made	88	88	500	
Adding Machine Sharp Compet Q8-2602	83	83	169	
Adding Machine Sharp EL-11975 Expired 5/91	85	85	59	
Adding Machine Sharp RL-1197H 1-Expired 5/91	86	86	49	2
Adding Machine Sharp EL-11978	84	86	30	
Computer Terminal Wyse - 50 1-Empired 12/91	85	86	699	2
Answering Machine Panasonic KX-T1521 Donated 6/91	83	88	199	
Hobart VCM VCM 40 Sold 3/94	75	82	2,200	
Filing Cabinet Hon 4-Drawer, metal	83	83	129	
Filing Cabinet Sears 2-Drawer, metal	83	83	39	
Filing Cabinet Hon 4-Drawer, metal	85	85	100	
Double Convection Serial # H74-D 368	72	83	2,000	2
Electric Oven			•	
Scale 40-D	83	83	110	
Mork Table Stainless, 10ft.	72	83	350	_
Oven Racks Roch-holds 6 trays Food Mixer Master, Model U128C	75	83	50	3
Food Mixer Master, Model U128C	65	83		
gink, Stainless 2-comp., drain board	75	85	325	
Cooling Rack A-6-B-181	83	83	290	

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	Office Desk . Metal 3'x5' top	Donated 8/91	60	83	125	
	Sink, Stainless 3-comp., drain	board	73	83	325	_
	Hand Truck Metal, 5' high		83	85	80	3
			80	83	57	
	Hand Truck Metal, 4' high Hand Truck Metal, 5' high		85	86	80	
	Cooling Rack Steel PB-20-19	Tossed out '97	60	83	20	
	Bowl Stainless, 1/2 m		70	83	100	
	Bowl Stand Aluminum		70	83	35	
	Compressor, Motor Model 52482-1	<b>a</b>				
	Cooler Model HA 10	_ 	65	83	350	
			83	83	131	4
	2000 2000	9	83	83	111	4
	Cargo Loops Aluminum		70	83	65	-
	Steel Cart 5' x 4' 4-wheels		83	83	107	12
	Crop Stacker Plastic 18" x 6"	X 12"		83	178	36
	Bakers Trays Aluminum 18" x 2	6*	75			30
	Pallet Jack BS55A		85	85	380	
	Scale 64-D/60 lb.		85	85	238	
	Office Deak Hand Made		85	85	400	
	Peanut Butter Mill Model # 148			85	13,520.	75
1024	P-Nut Butter Mill - BUYOUT - 4/	90			988	
TATA	Work Table 8' - metal Legs,	F-Top	80	86	125	
	Shop Vacuum Chicago Elec. Mo	del # 387	85	86	159	
		QC1 # 55.	75	86	75	
			75	86	150	
			75	86	30	2
	Squirrel Cage Fan 12-inch	_	72	86	350	_
	Butchers Worktable 6' wooden to	P	86	86	400	2
	Stainless Shoots 2' x 4" form m	ace			10	-
	Electric Motor 1/2 hp Model # 6	01 4.8 amps	77	86		
	Pallet Jack BS 55A		85	86	350	
	Rollers 1-1/2' stand Mod	el 12-HA-SA whl 76		86	50	2
	Aluminum Hood Special Made		86	86	150	_
	Air Hose		85	86	24	4
	Intercom Realistic 2-channel	Expired 6/91	85	86	125	3
	Cabinet, Metal 3' x 3' w/drawer	•	85	86	75	
	Rookcase, Metal 2-1/2' x 4'		85	86	75	
	Computer Print stnd. Metal, 4 w	heels (Bob's office)	84	86	118	1
	Office Chair Aurus (Bob's Off	(ce)	86	86	200	
	Office Chairs Hon #5820 g	dwen swew 1/95	86	86	297	3
	Office Cualty non 42020 A	2100 000, 0,00	86	87	900	
	Sofa & Loveseat Cloth		85	87	3,510	
	Vacuum Packing Mach. Ser. #38168	-1204	87	87	1,950	2
	Stainless Holding Bins 4' x 2-	1/2' X 4'	87	87	450	2
	Stainless Mixing Bins 30" x 70"	x 8"			~-274	-
	Magnet 8" F-4 Super 17		87	87		
	Fabricated Sifter Stainless		87	87	450	
	Krones Labeler Rotins 1 S#47-47	6	80	88	10,000	
	Bucket Conveyor Sve Model CS #7	6-3151	76	88	7,500	
	Image Edit Unit E28 Panasonic	Trade in '89	88	88	525	
	Peanut Hopper Stainless, Custo	an and an	88	88	250	
	Time Card Machine Lathem Time C	lock	88	88	249	
	Roller Conveyor 90 degree 5' 10	' str	70	88	550	
	WOTTER CONTRIOR > 20		-	-		

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 Warehouse Racking Uprights & Beams
 88
 88
 2,000
 42

 Lift Truck
 Hyster 935XL
 88
 15,400

 1166 Hyster - BUYOUT - 8/93
 4,000
 4,000

 Capper
 Resina S-51
 88
 10,500

 Blancher
 Bauer
 88
 4,500

 Filling Machine Elgin Twin-Piston
 72
 88
 9,500

 1032 Elgin Filler - BUYOUT - 10/90
 982

Pg 3 '

4.4.

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			29	188.00
68	1/89	2'x3' Oak End Table Glass top		295.00
69	3/89	6' Counter, 3 drawer, formica Top	handmade 89	1,600.00
70	1/89	Computer Program		333.00
72	4/89	Loveseat and End Table		449.00
73	4/89	Scanner Software	m1-1-1 00	2,457.00
74	3/89	Alarm System	Digital 89	
75	7/89	Hewlett Packard Scan Jet Plus	Hewlett 89	1,356.95
76	7/89	Office Credenza 6' Oak	69	749.00
77	7/89	Phone System (used) Trade-in 6/2	91 Merlin 84	273.70
79	7/89	Office Credenza 6' Oak	89	799.00
80	11/89	Executive Chair	1600 89	499.00
80	11/89	Plan Hold Light Table	18x24 89	306.95
80	11/89	Merlin Head Set	Supra 502A 89	324.00
81	12/89	Sears Electric Typewriter used	82	300.00
82		Computer Compaq Desk PN 386-8 Mons	Ltor Died -785.00 84	7,750.00
83	1/90	36" x 60" Cork Board		228.76
84	2/90	2-Sharp Calculators EL2	530A 1-DIED	238.00
85	1/90	Compaq Computer Modem Ram		1,128.00
86	3/90	4MB Memory Modem		800.00
87	6/90	Commuter Program		199.00
	6/90	2-Wyse Terminals used	Expired 1-2/93 1-5/93	360.00
89	7/90	Surge Suppressor & Cable	_	273.80
90	7/90	Smart Program for computer		1,595.00
91	7/90	Refrigerator used Died 12/12/2	94 Amana 18 80	200.00
92	8/90	ATAT Phone	BIS 10	365.00
92	8/90	Computer Parts		2,613.00
	10/90	Cellular Phone	•	<b>849.</b> 00
	10/90		APC 600LS	<b>699</b> .00
	10/90	Nodem		<b>695</b> .00
	12/90	Wholesale Distribution Program		1,895.00
	12/90	Modem & Terminal	•	1,414.00
	12/90	Capen Copier	MP3825 90	8,172.00
	11/90	Puditau Printer FDJ-C02400	DL2400	850.00
100	11,30	Computer System Compaq 420 Lease,	/Returned 5/9/95 90	22,709.00
101	1/91	Compag 386/332 Computer SM:6046HAS	20458 120 91	12,059.00
102	1/91	Hon Formica Top Desk		580.00
103	1/91	Compag 5-1/4" 12 MB Drive		195.00
104	3/91	Computer Pricing Program		350.00
105	4/91	Merlin 22 Button Phone	ATMC-1554	395.00
105	5/91	ATET Page Pac 20 PA System w/Speak		1,280.00
107	5/91	Fujitau Printer SN:060770	DL 5600	1,495.00
108	5/91	Pictures		479.40
109	5/91	Basic Station Module Phone SN: 9093:	1991602	1,337.82
110	6/91	Computer Programs		4,015.00
111	6/91	Laser Master Printer SN: RFET08802	1000	8,159.00
112	6/91	Bretford Fax Stand	Pax-2	279.00
112	6/91	Uni Printer Stand (double)	5-PB.OK	210.00
113	6/91	Wyse Terminal SN:00011401405 50-G	(Sold \$100 3/13/95)	379.00
114	6/91	3-Surge Protectors	MIC-A-50453	297.00
115	6/91	Pictures		501.74
TTO	0/31	5 AV VIA UD		

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			668.96
116	7/91	2-Merlin Phones BIS-22D	
117	8/91	Oak Top Desk 72x30 w/Attached 24x40	1,185.09
118	9/91	Pictures	316.50
119	10/91	Hon Room Divider WP-6737	1,285.50
120	11/91	Oak Top Desk 72x30 w/Attached 24x40	1,185.09
	12/91	Office Chair Hon (brown) given away 3/95 7901	136.50
	12/91	Pictures	624.74
	12/91	Computer Program Report Writer 91	1,360.00
	7/91	Merlin II Phone System	16,134.78
	11/91	Fence	2,550.00
149		SOS Alarm	571.40
150		Wyse WY 150 White-2 SN:OJB12101996(cp) & OJB12102003(rp)	638.00
151		Wall Hangers for partition ELD-8105	227.16
		Computone Board	2,963.40
	5/92	Compaq DP 486/50M Color Computer 340	12,033.00
153		Fax Machine Canon Fax SN:UBE04566 L780	3,900.00
154		2-door cabinet w/slide doors	340.00
155	6/92	Darrey Rackup APC SmartUPS 1250	1,000.00
156	6/92	Descript and american	6,538.00
157		Display Booth	1,018.00
158		Artwork for Booth	250.00
167	6/93	Car Phone LapTop Computer SN: 9302HDL60984 Compaq LTE	
168		Laptop Computer SN: 93024D160984 Compad B12	545.00
169	4/93	Standing Cabinet - Custom made	535.00
170	3/93	Wall Cabinet W/Glass doors - Custom made	
171		Wyse Terminal White SN: OJB13403870(dl) WYSE 150	390.00
171	9/93	Wyse Terminal White SN:OJB13502235(jb) DIED	390.00
171	9/93 11/93	Wyse Terminal White SN:OJB13502235(jb) DIED Work Room Counter	475.00
171	9/93 11/93 4/93	Nyse Terminal White SN:OJB13502235(jb)  Nork Room Counter  New Front	475.00 570.00
171 172 173	9/93 11/93 4/93	Wyse Terminal White SN:OJB13502235(jb)  Work Room Counter  New Front Copy room Ceiling, Light Fixtures	475.00 570.00 1,796.00
171 172 173	9/93 11/93 4/93	Wyse Terminal White SN:OJB13502235(jb)  Work Room Counter  New Front  Copy room Ceiling, Light Fixtures  Wall Cabinet (workroom)	475.00 570.00 1,796.00 525.00
171 172 173 174	9/93 11/93 4/93 5/93	Wyse Terminal White SN:OJB13502235(jb) DIED  Work Room Counter  New Front Copy room Ceiling, Light Fixtures  Wall Cabinet (workroom)  HP Laser Jet Printer Model RAM/600DPI SN:JFBG099511	475.00 570.00 1,796.00 525.00 2,095.00
171 172 173 174 182	9/93 11/93 4/93 5/93 4/94 4/94	Wyse Terminal White SN:OJB13502235(jb)  Work Room Counter  New Front  Copy room Cailing, Light Fixtures  Wall Cabinet (workroom)  HP Laser Jet Printer Model RAM/600DPI SN:JPBG099511  Tall Office Chair	390.00 475.00 570.00 1,796.00 525.00 2,095.00 365.00
171 172 173 174 182 183	9/93 11/93 4/93 5/93 4/94 4/94 5/94 5/94	Wyse Terminal White SN:OJB13502235(jb)  Work Room Counter  New Front Copy room Cailing, Light Fixtures  Wall Cabinet (workroom)  HP Laser Jet Printer Model RAM/600DPI SN:JPBG099511  Tall Office Chair  Payroll Computer Program	390.00 475.00 570.00 1,796.00 525.00 2,095.00 365.00
171 172 173 174 182 183	9/93 11/93 4/93 5/93 4/94 4/94 5/94 5/94	Wyse Terminal White SN:OJB13502235(jb)  Nork Room Counter  New Front  Copy room Ceiling, Light Fixtures  Wall Cabinet (workroom)  HP Laser Jet Printer Model RAM/600DPI SN:JPBG099511  Tall Office Chair  Payroll Computer Program  Computer Hard Drive 345MB SN:D50B238S	390.00 475.00 570.00 1,796.00 525.00 2,095.00 365.00 1,300.00
171 172 173 174 182 183 184 185	9/93 11/93 4/93 5/93 4/94 4/94 5/94 6/94 8/94	Wyse Terminal White SN:OJB13502235(jb) DIED  Nork Room Counter  New Front Copy room Ceiling, Light Fixtures  Wall Cabinet (workroom)  HP Laser Jet Printer Model RAM/600DPI SN:JPBG099511  Tall Office Chair  Payroll Computer Program Computer Hard Drive 345MB SN:D50B2388  Okidata Printer Model ML590+ SW: S406A0089725 (Ck print	390.00 475.00 570.00 1,796.00 525.00 2,095.00 365.00 1,300.00 424.00
171 172 173 174 182 183 184 185 186	9/93 11/93 4/93 5/93 4/94 4/94 5/94 6/94 8/94	Wyse Terminal White SN:OJB13502235(jb) DIED  Work Room Counter  New Front  Copy room Ceiling, Light Fixtures  Wall Cabinet (workroom)  HP Laser Jet Printer Model RAM/600DPI SN:JPBG099511  Tall Office Chair  Payroll Computer Program  Computer Hard Drive 345MB SN:D50B2388  Okidata Printer Model ML590+ SW: S406A0089725 (Ck print Bob's Love Seat - Dr.Brown Leather	390.00 475.00 570.00 1,796.00 525.00 2,095.00 365.00 1,300.00 424.00 er) 750.00 2,000.00
171 172 173 174 182 183 184 185 186 187	9/93 11/93 4/93 5/93 4/94 4/94 5/94 6/94 8/94	Wyse Terminal White SN:OJB13502235(jb)  Nork Room Counter  New Front  Copy room Ceiling, Light Fixtures  Wall Cabinet (workroom)  HP Laser Jet Printer Model RAM/600DPI SN:JFBG099511  Tall Office Chair  Payroll Computer Program  Computer Hard Drive 345MB SN:D50B2388  Okidata Printer Model ML590+ SN: S406A0089725 (Ck print Bob's Love Seat - Dr.Brown Leather  2 Leather Chairs 1-Red, 1-Green	390.00 475.00 570.00 1,796.00 525.00 2,095.00 365.00 1,300.00 424.00 er) 750.00 2,000.00
171 172 173 174 182 183 184 185 186 187 188	9/93 11/93 4/93 5/93 4/94 5/94 5/94 6/94 8/94 12/94	Wyse Terminal White SN:OJB13502235(jb) DIED Work Room Counter New Front Copy room Ceiling, Light Pixtures Wall Cabinet (workroom) HP Laser Jet Printer Model RAM/600DPI SN:JPBG099511 Tall Office Chair Payroll Computer Program Computer Hard Drive 345NB SN:D50B238S Okidata Printer Model ML590+ SN: S406A0089725 (Ck print Bob's Love Seat - Dr.Brown Leather 2 Leather Chairs 1-Red, 1-Green Chris' Love Seat - Brown Leather	390.00 475.00 570.00 1,796.00 525.00 2,095.00 1,300.00 424.00 er) 750.00 2,000.00 1,800.00
171 172 173 174 182 183 185 186 187 188 189 190	9/93 11/93 4/93 5/93 4/94 4/94 5/94 6/94 6/94 12/94 12/94	Wyse Terminal White SN:OJB13502235(jb) DIED Work Room Counter New Front Copy room Ceiling, Light Pixtures Wall Cabinet (workroom) HP Laser Jet Printer Model RAM/600DPI SN:JPBG099511 Tall Office Chair Payroll Computer Program Computer Hard Drive 345NB SN:D50B238S Okidata Printer Model ML590+ SN: S406A0089725 (Ck print Bob's Love Seat - Dr.Brown Leather 2 Leather Chairs 1-Red, 1-Green Chris' Love Seat - Brown Leather	390.00 475.00 570.00 1,796.00 525.00 2,095.00 1,300.00 424.00 er) 750.00 2,000.00 1,800.00 1,564.00
171 172 173 174 182 183 184 185 186 187 188 189 190	9/93 11/93 4/93 5/93 4/94 5/94 5/94 6/94 8/94 12/94 12/94 12/94	Wyse Terminal White SN:OJB13502235(jb) DIED  Work Room Counter  New Front Copy room Ceiling, Light Fixtures  Wall Cabinet (workroom)  HP Laser Jet Printer Model RAM/600DPI SN:JPBG099511  Tall Office Chair  Payroll Computer Program Computer Hard Drive 345MB SN:D50B238S  Okidata Printer Model ML590+ SW: S406A0089725 (Ck print Bob's Love Seat - Dr.Brown Leather  2 Leather Chairs 1-Red, 1-Green Chris' Love Seat - Brown Leather  Cooler-Hill Refrig. Corp. Model#2-TPBS-4/C2/2  Warehouse Cooler	390.00 475.00 570.00 1,796.00 525.00 2,095.00 1,300.00 424.00 er) 750.00 2,000.00 1,800.00 1,564.00 28,694.00 22,955.00
171 172 173 174 183 184 185 186 187 188 199 199 191	9/93 11/93 4/93 4/94 4/94 5/94 6/94 8/94 12/94 12/94 12/94 4/94	Wyse Terminal White SN:OJB13502235(jb) DIED  Work Room Counter  New Front Copy room Ceiling, Light Fixtures  Wall Cabinet (workroom)  HP Laser Jet Printer Model RAM/600DPI SN:JPBG099511  Tall Office Chair  Payroll Computer Program Computer Hard Drive 345MB SN:D50B2388  Okidata Printer Model ML590+ SN: S406A0089725 (Ck print Bob's Love Seat - Dr.Brown Leather  2 Leather Chairs 1-Red, 1-Green Chris' Love Seat - Brown Leather  Cooler-Hill Refrig. Corp. Model#2-TPBS-4/C2/2  Warehouse Cooler 5-16' Beams - Warehouse Rack	390.00 475.00 570.00 1,796.00 525.00 2,095.00 1,300.00 424.00 2,000.00 1,800.00 1,564.00 22,955.00 510.00
171 172 173 174 183 184 185 186 187 190 191 191	9/93 11/93 4/93 4/94 4/94 5/94 6/94 8/94 12/94 12/94 12/94 4/94 8/89	Wyse Terminal White SN:OJB13502235(jb) DIED  Work Room Counter  New Front  Copy room Ceiling, Light Fixtures  Wall Cabinet (workroom)  HP Laser Jet Printer Model RAM/600DPI SN:JPBG099511  Tall Office Chair  Payroll Computer Program  Computer Hard Drive 345MB SN:D50B2388  Okidata Printer Model ML590+ SW: S406A0089725 (Ck print Bob's Love Seat - Dr.Brown Leather  2 Leather Chairs 1-Red, 1-Green  Chris' Love Seat - Brown Leather  Cooler-Hill Refrig. Corp. Model#2-TPBS-4/C2/2  Warehouse Cooler  5-16' Beams - Warehouse Rack  4-11'4" Beams - Warehouse Rack	390.00 475.00 1,796.00 525.00 2,095.00 1,300.00 424.00 2,000.00 1,564.00 2,955.00 22,955.00 228,694.00
171 172 173 174 182 183 184 185 186 187 190 191 1010	9/93 11/93 4/93 5/93 4/94 5/94 5/94 6/94 6/94 12/94 12/94 4/94 8/89 8/89	Wyse Terminal White SN:OJB13502235(jb) DIED Work Room Counter New Front Copy room Ceiling, Light Pixtures Wall Cabinet (workroom) HP Laser Jet Printer Model RAM/600DPI SN:JPBG099511 Tall Office Chair Payroll Computer Program Computer Hard Drive 345NB SN:D50B238S Okidata Printer Model ML590+ SN: S406A0089725 (Ck print Bob's Love Seat - Dr.Brown Leather 2 Leather Chairs 1-Red, 1-Green Chris' Love Seat - Brown Leather Cooler-Hill Refrig. Corp. Model#2-TPBS-4/C2/2 Warehouse Cooler 5-16' Beams - Warehouse Rack 4-11'4" Beams - Warehouse Rack 12-12' Beams - Warehouse Rack	390.00 475.00 570.00 1,796.00 525.00 2,095.00 365.00 1,300.00 424.00 22,000.00 1,800.00 1,564.00 22,955.00 510.00 228.00
171 172 173 174 183 184 185 186 187 190 191 191 1011 1011	9/93 11/93 4/93 5/93 4/94 5/94 5/94 5/94 12/94 12/94 12/94 4/94 4/94 8/89 8/89 8/89	Wyse Terminal White SN:OJB13502235(jb) DIED Work Room Counter New Front Copy room Ceiling, Light Fixtures Wall Cabinet (workroom) HP Laser Jet Printer Model RAM/600DPI SN:JPBG099511 Tall Office Chair Payroll Computer Program Computer Hard Drive 345MB SN:D50B2388 Okidata Printer Model ML590+ SN: S406A0089725 (Ck print Bob's Love Seat - Dr.Brown Leather 2 Leather Chairs 1-Red, 1-Green Chris' Love Seat - Brown Leather Cooler-Hill Refrig. Corp. Model#2-TPB8-4/C2/2 Warehouse Cooler 5-16' Beams - Warehouse Rack 4-11'4" Beams - Warehouse Rack 12-12' Beams - Warehouse Rack	390.00 475.00 570.00 1,796.00 525.00 2,095.00 1,300.00 424.00 er) 750.00 2,000.00 1,800.00 1,800.00 22,955.00 510.00 228.00
171 172 173 174 182 183 186 186 187 188 199 191 191 1010 1011 1011	9/93 11/93 4/93 5/93 4/94 5/94 6/94 8/94 12/94 12/94 12/94 4/94 8/89 8/89 8/89 8/89	Wyse Terminal White SN:OJB13502235(jb) DIED  Work Room Counter  New Front Copy room Ceiling, Light Fixtures  Wall Cabinet (workroom)  HP Laser Jet Printer Model RAM/600DPI SN:JPBG099511  Tall Office Chair  Payroll Computer Program Computer Hard Drive 345MB SN:D50B238S  Okidata Printer Model ML590+ SW: S406A0089725 (Ck print Bob's Love Seat - Dr.Brown Leather  2 Leather Chairs 1-Red, 1-Green Chris' Love Seat - Brown Leather  Cooler-Hill Refrig. Corp. Model#2-TPBS-4/C2/2  Warehouse Cooler  5-16' Beams - Warehouse Rack  4-11'4" Beams - Warehouse Rack  36-7'6" Beams - Warehouse Rack  4-7' Beams - Warehouse Rack	390.00 475.00 570.00 1,796.00 2,095.00 365.00 1,300.00 424.00 22,000.00 1,564.00 22,955.00 22,955.00 228.00 625.00
171 172 173 174 182 183 186 186 187 188 199 190 191 1010 1011 1011	9/93 11/93 4/93 4/94 5/94 5/94 6/94 12/94 12/94 12/94 4/94 4/94 8/89 8/89 8/89 8/89 8/89	Wyse Terminal White SN:OJB13502235(jb) DIED Work Room Counter New Front Copy room Ceiling, Light Pixtures Wall Cabinet (workroom) HP Laser Jet Printer Model RAM/600DPI SN:JPRG099511 Tall Office Chair Payroll Computer Program Computer Hard Drive 345MB SN:D50B2388 Okidata Printer Model ML590+ SN: S406A0089725 (Ck print Bob's Love Seat - Dr.Brown Leather 2 Leather Chairs 1-Red, 1-Green Chris' Love Seat - Brown Leather Cooler-Hill Refrig. Corp. Model#2-TPBS-4/C2/2 Warehouse Cooler 5-16' Beams - Warehouse Rack 4-11'4" Beams - Warehouse Rack 12-12' Beams - Warehouse Rack 13-7'6" Beams - Warehouse Rack 4-7' Beams - Warehouse Rack	390.00 475.00 570.00 1,796.00 525.00 2,095.00 365.00 424.00 87) 750.00 2,000.00 1,800.00 1,800.00 22,955.00 22,955.00 510.00 228.00 625.48 100.00 1,357.47
171 172 173 174 183 184 185 186 190 191 1010 1011 1011 1011 1011	9/93 11/93 4/93 5/94 5/94 5/94 6/94 12/94 12/94 12/94 4/94 8/89 8/89 8/89 8/89 8/89 8/89 8	Wyse Terminal White SN:OJB13502235(jb) DIED  Work Room Counter  New Front Copy room Ceiling, Light Fixtures  Wall Cabinet (workroom)  HP Laser Jet Printer Model RAM/600DPI SN:JPBG099511  Tall Office Chair  Payroll Computer Program Computer Hard Drive 345MB SN:D50B2388  Okidata Printer Model ML590+ SW: S406A0089725 (Ck print Bob's Love Seat - Dr.Brown Leather  2 Leather Chairs 1-Red, 1-Green Chris' Love Seat - Brown Leather  Cooler-Hill Refrig. Corp. Model#2-TPBS-4/C2/2  Warehouse Cooler  5-16' Beams - Warehouse Rack  4-11'4" Beams - Warehouse Rack  4-7' Beams - Warehouse Rack  Capelemeter Cooler 2 HP 3Phase  89	390.00 475.00 1,796.00 525.00 2,095.00 1,300.00 424.00 2,000.00 1,564.00 22,955.00 22,955.00 510.00 625.60 850.48 100.00 1,357.47 1,059.83
171 172 173 174 182 183 184 185 186 187 190 191 1010 1011 1011 1011 1011 1013 1014	9/93 11/93 4/93 5/93 4/94 5/94 5/94 6/94 12/94 12/94 12/94 4/94 8/89 8/89 8/89 8/89 8/89 8/89 8	Wyse Terminal White SN:OJB13502235(jb) DIED Work Room Counter New Front Copy room Ceiling, Light Pixtures Wall Cabinet (workroom) HP Laser Jet Printer Model RAM/600DPI SN:JPBG099511 Tall Office Chair Payroll Computer Program Computer Hard Drive 345MB SN:D50B238S Okidsta Printer Model ML590+ SW: S406A0089725 (Ck print Bob's Love Seat - Dr.Brown Leather 2 Leather Chairs 1-Red, 1-Green Chris' Love Seat - Brown Leather Cooler-Hill Refrig. Corp. Model#2-TPBS-4/C2/2 Warshouse Cooler 5-16' Beams - Warshouse Rack 4-11'4" Beams - Warshouse Rack 12-12' Beams - Warshouse Rack 36-7'6" Beams - Warshouse Rack 4-7' Beams - Warshouse Rack 4-7' Beams - Warshouse Rack 4-7' Beams - Warshouse Rack 4-16'x44 Frames - Warshouse Rack	390.00 475.00 570.00 1,796.00 2,095.00 1,300.00 424.00 er) 750.00 2,000.00 1,800.00 1,800.00 22,955.00 22,955.00 22,955.00 1,000.00 1,357.47 1,059.83
171 172 173 182 183 185 186 187 188 189 191 191 1011 1011 1011 1011 101	9/93 11/93 4/93 4/94 5/94 6/94 8/94 12/94 12/94 4/94 4/94 8/89 8/89 8/89 8/89 8/89 8	Wyse Terminal White SN:OJB13502235(jb) DIED Work Room Counter New Front Copy room Ceiling, Light Pixtures Wall Cabinet (workroom) HP Laser Jet Printer Model RAM/600DPI SN:JPBG099511 Tall Office Chair Payroll Computer Program Computer Hard Drive 345NB SN:D50B238S Okidata Printer Model ML590+ SN: S406A0089725 (Ck print Bob's Love Seat - Dr.Brown Leather 2 Leather Chairs 1-Red, 1-Green Chris' Love Seat - Brown Leather Cooler-Hill Refrig. Corp. Model#2-TPBS-4/C2/2 Warehouse Cooler 5-16' Beams - Warehouse Rack 4-11'4" Beams - Warehouse Rack 12-12' Beams - Warehouse Rack 4-7' Beams - Warehouse Rack 4-7' Beams - Warehouse Rack 4-7' Beams - Warehouse Rack 2-Supports - Warehouse Rack 2-Supports - Warehouse Rack 89	390.00 475.00 1,796.00 525.00 2,095.00 1,300.00 424.00 2,000.00 1,564.00 22,955.00 528.00 625.60 850.48 100.00 1,357.47 1,059.83
171 172 173 174 183 184 185 186 187 191 191 1011 1011 1011 1011 1011 1014 1015	9/93 11/93 4/93 4/94 5/94 6/94 8/94 12/94 12/94 4/94 4/94 8/89 8/89 8/89 8/89 8/89 8	Wyse Terminal White SN:OJB13502235(jb) DIED Work Room Counter New Front Copy room Ceiling, Light Pixtures Wall Cabinet (workroom) HP Laser Jet Printer Model RAM/600DPI SN:JPBG099511 Tall Office Chair Payroll Computer Program Computer Hard Drive 345NB SN:D50B238S Okidata Printer Model ML590+ SN: S406A0089725 (Ck print Bob's Love Seat - Dr.Brown Leather 2 Leather Chairs 1-Red, 1-Green Chris' Love Seat - Brown Leather Cooler-Hill Refrig. Corp. Model#2-TPBS-4/C2/2 Warehouse Cooler 5-16' Beams - Warehouse Rack 4-11'4" Beams - Warehouse Rack 12-12' Beams - Warehouse Rack 36-7'6" Beams - Warehouse Rack 4-7' Beams - Warehouse Rack 2-Supports - Warehouse Rack 2-Supports - Warehouse Rack 4-Supports - Warehouse Rack	390.00 475.00 570.00 1,796.00 2,095.00 1,300.00 424.00 er) 750.00 2,000.00 1,800.00 1,800.00 22,955.00 22,955.00 22,955.00 448 100.00 1,357.47 1,059.83

Pg 5 .

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	Deserter Magnet Model D	419.96
1018 10/89	KORRCAL WEGITE WOOLE !	1,199.28
1019 11/89	Krones 80s Capper GR 1-450 59 Clarke Little Lager Pressure Washer Clarke 89	864.00
1020 12/89	CTETYS DECOTO DECEL STEEDING STEEDING	775.00
	and Accessories	12,000.00
1021	Lilitud wecutte werest part into weder	491.00
1022 1/90		201.14
1023 4/90	Logotype Printer for Boxes	695.00
1026 7/90	Stainless Mixing Table	250.00
1027 8/90	Scale weighs 75#	447.65
1028 9/90	5-IM20 44-192 Shelving for Warehouse	268.59
1028 9/90	3-IM20 44-192 Shelving	527.38
1028 9/90	26-LBF 454-120 Shelving for Warehouse	5,500.00
1029 11/90		1,736.30
1030 10/90		858.00
1031 10/90		1,255.00
1033 11/90		22,461.00
1034 12/90		1,725.00
1035 1/91		1,598.50
1036 1/91	Oil Pump	7,988.00
1037 2/91		3,375.00
1038 2/91		14,244.00
1039 2/91		7,954.00
1040 2/91		405.00
1041 2/91	Pallet Jack BS 55A	432.50
1042 4/91	Ladder w/Shelf 9'High on Wheels 32H7SD	1,153.74
1043 4/91		378.50
1044 4/91	10" F-4 Series Magnet	
1045 4/91		288.06
1046 5/91	Granulator-Bauer SM: C79524 365C	4,839.39
1047 5/91		6,565.00
1048 5/91		2,932.00
1049 6/91		462.25
1050 6/91	Band Capper Addition	628.00
1051 8/91		795.25
<b>1052</b> 8/91		6,515.10 807.61
1054 9/91		157.44
1056 10/91	8-LBF 404-090 Beams-Warehouse Racking	1,500.00
1057 11/91	Capper Parts	
1058 11/91		150.00 7 <b>6</b> 1.00
1058 11/91	Equipment Stand	
1059 4/91	Simplex V-100 Filler	17,440.00
1130	Van 1979 Dodge Van 82	5,500.00
1131	Truck 1977 Freightliner 77	21,500.00
1132	Trailer 1969 Utility 35'	7,500.00
1135	Truck 1986 Freightliner Trade in 2/96 90	17,900.00
1136	Trailer 1984 Great Dane 45'	16,000.00
1137 12/90	Stereo for the Truck	900.00
1138 1/91	Truck Phone	808.95
1139 5/92	Warehouse Beams	472.32
1140 6/92	199pc Craftsman Tools, 2pc 10 DrawerChest Waterloo 600	609.96

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		a	2 260 75
		Computer Color Control for Ovens	3,269.75 7 <b>99</b> .99
	9/92	80 Gal Air Compressor - Devilbis Mod. #RASK80V1D (bakery)	639.87
	9/92		5,110.50
	9/92		
1145			1,197.00
1146 10		Stainless Legs for Trail Mix Table	639.87
1147 1			236.38
1148 12	2/92	Air Compressor	81.00
1159		700 000g T	18,043.00
	3/93		689.00
1162			290.00
			840.92
	5/93	Chop Saw	320.00
			300.00
	1/94	WALLEST COURT COURT	7,399.00
	5/94		3,251.00
	5/94		1,556.50
			2,812.00
			1,182.83
		Warehouse Shelving	593.00
1181 10	0/94	Warehouse Beams	168.00
3	3/89	Simplex Piston-filler SN:4898 A-5 85	5,989.00
10	0/89	Sharp Calculator EL2630A	119.00
2	2/90	Okidata Board & Modem SN:7091709A 2400 Trade-in 1/91	353.00
13	1/90	Formica Counter Tops	349.97
13	1/90	Artwork Cabinet Stacor X4028-PG 90	450.00
	1/90	2-drawer File Cabinet 4 @ 107.99ea Hon 90	431.96
			2,090.00
	1/91	Tuthill Pump Model BCM9049MCCX	1,598.50
			179.99
		Meco Drum Stand W12P	136.25
		1 - 6' Step Ladder WER 7206	99.95
	3/91	1 - 8' Step Ladder WER 7205	130.72
			99.99
			238.00
		Wet-Dry Vacuum SN: 001872 5A0-0121 387	179.99
			99.00
	9/91	Chairmat 48*x60* - 2 2373 TOSSED OUT 10/98	97.96
		Oak Wall Mount Coat Rack	55.00
	0/91	Sharp Calculator EL2630A	87.75
	0/91	2-3'x4' Cork Boards	75.50
	1/91	8-LM20-44-192 Frames - Warehouse Racking	760.24
		Handtruck B-Z off #100	~ 59.55
	1/91	Chairmat 48°x60° - 2  Oak Wall Mount Coat Rack Sharp Calculator 2-3'x4' Cork Boards 8-LM20-44-192 Frames - Warehouse Racking Handtruck E-Z off #100 2 - 6' Step Ladder WER 7206 Dirt Davil Can Vacuum 2003 Dial Scale w/Air Dashpot SN:71592-3 M-75PK Postal Scale Shelving & Frame	212.00
4	1/92	Dirt Devil Can Vacuum 2003	77.07
		Dial Scale w/Air Dashpot SN:71592-3 M-75PK	294.66
	2/92	Postal Scale	111.91
_	3/93		127.94
4	1/93	Cork board 3' x 5'	6€.50



		100.00
8/93		182.00
10/93	2 Hand Trucks	
12/93	2-Exhaust Fans-Patton High Vel SN:93 U23 144504 &144506	39.26
12/93	Warehouse Beams	160.00
	Riteway Exhaust Pan Model #5K49UG8001	295.00
1/94	Bakery Scale Accu-Weigh	235.00
	2 Units SN: 76A 13968 & 76A 02653	05 03
4/94		85.93 1 <b>9</b> 5.00
4/94	3 Surge Protectors	57.99
7/94	Fiberglass 6' Ladder Item #51661 Model 60568	
7/94	2 Floor Stand Fans SN: 30104419 & SN:40205186 Tossed out	144.00
7/94		258.00
8/94	Computer Program Upgrade	359.20
11/94	Expresso Machine	188.00
11/94	Ladder	562.31
12/94	Mini Blinds for warehouse	589.00
12/94	Whirlpool Refrigerator	395.00
12/94	Pictures - Giraffe	338.00
12/94	2-Pictures - Pond Set	1,183.00
12/94	2-Pictures - Pond Set 2-Pictures - Daylight Train, B/W Landscape	103.99
12/94	Calculator Sharp EL-2360GII	
12/94	2 Wyse Terminals SN:OJB14500142 & OJB14500952 2 @ 390.00	83.00
1/95	PH Tester - Phydrion	706.50
1/95	Computer Opgrade - WD & PO	420.18
	Shelving for Warehouse	103.99
2/95	Calculator Sharp EL-2630GII	575.00
2/95		2,795.85
3/95		1,495.00
3/95	2 Okidata Printers SW:412B0111360 & 412B0111326	501.02
3/95	Picture - Salad Man	900.00
3/95	Cabinets for work room	1,395.00
3/95	Kitchen and Bath Cabinets	5,234.95
3/95	Upgrade Computer Software - All Modules	706.50
4/95	Upgrade Computer Software	458.00
4/95	Stainless Steel Stand Large Scale	74.40
4/95	Beams for Warehouse	2,666.00
4/95	Air Cooling System (roof unit)	2,110.76
4/95	Alarm Upgrade	74.40
	Beams for Marehouse	1,050.60
5/95	2 Insect Traps	30,740.00
5/95	Compag 586 Computer	1.00
	Computer - BUYOUT -	~3,000.00
5/95	Cabinets for Jeff's Office	339.90
5/95	Truck tape player	900.00
5/95	Opgrade Computer Software - WD & PO 7.0	451.00
6/95	Picture - O'Jerusalem	5,525.81
6/95	Westmark Printer for labels SN:9514138	718.00
6/95	2 Bose Radios	1.066.74
6/95	2 Insect Traps	300.00
6/95	New Computer Card	200.00



- 10-	Software for Label Printers	1,444.00
6/95	Westmark Printer for Labels SN:9514066	5,125.92
7/95		870.00
7/95	Water Purifier w/Extra Filters	494.23
8/95	Shelving Cart for Cooler	24,819.00
8/95	Loose Loop Labeling System	10,419.00
8/95	2 Computers Deskpro XL 5/100	3,743.00
8/95	Network System - Netcon 6.01	3,212.00
8/95	Network System (Wiring & User Fees)	118.82
	Cable Cutters	323.05
	Hydrometer & Sling	327.93
8/95	Thermometer Surge Suppressor Powertrax 2000	69.00
8/95	Replace Cooler & Fans	15,240.00
9/95	Scanner AX-1200 Scantouch	1,279.00
9/95	Surge Suppressor Powertrax 2000	69.00
9/95 9/95	Battery Charger	65.95
	Thermometer	331.30
9/95 9/95	Enhanced Keyboard	99.00
	New Frame for Gourds Picture	75.00
9/9 <b>5</b> 9/95	New Frame for Indian/Horse Picture	228.00
10/95	Cooling Tower Screens	1,928.00
10/95	Hard Drive - Removable Disc Syquest 270MB	629.00
10/95	Computer Color Board	1,449.00
	Computer Memory Upgrade	879.00
		599.00
	Office Vacuum - Royal Surge Suppressor Powertrax 2000	69.00
10/95		299.00
10/95	Picture - Gourds Picture - Horses	835.00
	Honey Pump	2,461.22
	CD Rom Drive SN: 124E51110214160393	599.00
11/95 11/95	Payroll Computer Upgrade - ABS	225.00
11/95	Picture - Sunflowers	126.00
11/95	Night Backup Software 3.5 UNIX	300.00
12/95	Cardboard Cart	490.88
	New Electrical	33,702.00
	3 Modems Deskporte 28.88	543.00
12/95 12/95	Hanner Drill	579.95
	Hole Shooter	139.99
12/95	15 Sheet Pans	110.25
	In/Out Board	135.99
,	Dryer Screens	1,832.00
	'93 Freightliner	49,900.00
	Elgin RPF6	120,224.06
	Cantrell 75hp New Mill	37,217.17
2/96	75hp Mill Hoppers	3,853.00
	Flexican Auger Conveyor	14,361.45
-,	Box Taper	98.50
	75hp Mill Chute	444.00
3/96	Mill Platforn w/Steps	8,825.00
3/96	Lazer Jet Printer LJ4M Plus PS LVL2 6MB SN:JPGF035178	2,035.00
3/30	2001 VO 11-1100 - 11 11-10 10 11-10 10 10 10 10 10 10 10 10 10 10 10 10 1	



_		000 50
3/96	Rubbermade Cart w/Shelves	220.70
3/96	Pallet Truck	490.00
3/96	Media Holder (Disc Drawer)	69.03
	Crunchy Feeder Acrison Model 101-G/2	4,196.00
	Peanut Chute	96.00
	Drill bits	75.44
4/96	Battery Backup 600 UPS 386	295.75
	Honey Auger	145.00
4/96	Battery Backup 1400VA	689.75
4/96	Simplex Bucket Piston filler	1,976.18
4/96	Battery Charger	42.37
4/96	Surge Protector	69.00
4/96	Honey Auger Stand	440.00
5/96	Honey Feeder Acrison Model 105X-G	5,627.82
5/96	Wyse Terminal White SN:OJG15800213 (jb)	478.00
6/96	ATET Phone System Buyout	1.00
8/96	Ladder 4' 2-sided	130.69
8/96	Jar conveyor & accumulating Table (Garvey)	12,471.85
	Ladder 8'	119.91
9/96	DMX 600 Printer	2,524.71
	Box Taper Packing Table	1,041.58
	Shop Vac	198.93
	Hand Truck	90.25
	Rotary Capper (Pneumatic)	160,313.34
11/96	Rubbermaid Cart 24x36x32-1/4" w/shelf	393.95
	Control Board Stand	5,475.35
	Filler Conveyor	486.90
	Ladder 8'	119.91
2/20	24' Ladder	192.78
	Parts Carts 3-pieces	223.10
2/3/	Bulletin Board	31.69
	Step Stool w/Box (2)	78.61
2/9/	Orbit Jar Cleaner (McBrady)	50,914.60
	Rotary Capper/replacement parts	8,946.55
	Page Horn for Warehouse	101.00
2/97		149.00
3/97		1,592.00
		231.93
3/97	Flexicon Conveyor/Tube & auger	3,329.19
	Butter Pump (Monroe)	12.418.52
4/97	Bakery Exhaust System	3,080.78
4/97		55.75
	Auger Conveyor (Flexicon )	13,837.50
4/97	Jar Butter Pump SS Frame	1,760.00
5/97		33,235.00
	Time Card rack	55.75
		105.00
	Calculator Replaced 7/97 Shop Vacuum	172.94
	Coffee Maker	59.99
5/97		140.05
3/3/	INNTE RAME BATE MITT BASTO	

5/97	Stand/Capper & jar cleaner	113.00
5/97		363.00
6/97	S/S Table for Scale	223.50
6/97	Legs for Vacuum Pack	178.20
	S/S Stand for Conveyor	339.00
7/97	Calculator Sharp EL-2630GII	105.00
7/3/	Electric Pallet Jack	4,038.70
		46,523.70
7/3/	Integrated Box Conveyor Flexicon Bag System #1	19,168.21
7/3/	Air Door for Cooler #2	1,703.60
		189.99
	Juicer Wrenches	354.94
0/3/	Drill Bits	118.92
9/9/	S/S legs for Vacuum Pack	178.00
	Drill Bit Sharpener	101.40
		140.94
3/3/	Bakery Grey Totes Flexicon Bag System # 2-Bulk	18,613.57
3/3/	DMX Printer # 2 - Labels	5,527.01
10/97	Hyster E35XM Forklift - Warehouse	25,291.10
10/97	Whirlpool Microwave Oven	129.00
10/97	Hyster W30XTA Forklift - Bakery	12,404.00
11/97	HYSTET WOULD FOIRTILL - DEACTY	785.00
11/97	17" SVGA Computer Monitor	3,896.25
12/97		2,091.05
12/97	Sump Ejector	566.00
1/98	Install Bag System #2-Bulk	87.76
1/98	Recorder	300.00
3/98	UPS Software Upgrade	100.74
	12 Grey Totes	220.00
	Pan Rack for Bakery	39.00
6/98	Surge Protector 6 - Label Holders 1-Sold	233.92
		462.95
-,	Gram Scale	98.80
7/98	1 - Hand Truck with 2 1/2" Wheels - Blue	1,350.00
7/98	Fax Machine #2	1,299.00
	60# Weightronix Scale	167.94
7/98		903.50
8/98	Strapping Machine	397.99
	Color Printer	
	Y2K Factory Computer	1,095.00 785.00
	Y2K Netcom Program	
10/98	2-chair matts 46x60	144.00
	••	



## Schedule 2

See attached

# List of Intellectual Property



MARK	<u>REG. NO.</u>	REG. DATE	SERIAL NO.	APP. DATE
MARANATHA NATURAL FOODS	1,453,359	Aug. 18, 1987	73-632673	Nov. 28, 1986
NUTTIN' BETTER	1,776,667	June 15, 1993	74-274,592	May 12, 1992

PDX1A-156288.1 29720-0002

# MARANATHA NATURAL FOODS, INC.

# SCHEDULE OF TRADEMARKS AND TRADE NAMES

Trademark Nuttin' Better
Registration No. 1776667
Date of Issuance June 15, 1993

Description of Use Food product labels and advertising. Food products (nut

butters, roasted nuts and trail mixes).

Trade Name Maranatha Natural Foods

Registration No. 1453359

Date of Issuance November 28, 1986

Description of Use Applied to food product labels and used in advertising.

Trademark (Oregon only) The Nut Butter Company

Registration No. T26360

Date of Issuance May 12, 1992

Description of Use Applied to food product labels and used in advertising.

Food products (nut butters, roasted nuts, trail mixes and

snack bars). Registered in Oregon only.





Phone: (503) 966-2200 Fax: (503) 376-4381

Trade and Service Marks—Assignment or Cancellation Secretary of State Corporation Division 255 Capitol St. NE, Suite 151 Salam, OR 97310-1327

Cheek the appropriate box below:

For office use only

TRADE AND SERVICE MARK ASSIGNMENT (Complete only 1, 2, 3, 4, 5, 6, 7, 8, 9, 12)

TRADE AND SERVICE MARK CANCELLATION (Complete only 1, 2, 3, 4, 10, 11, 12)

т26360

Attach Additional Sheet if Necessary

-	ase Type of Print Legisly in moon in					
1)	Correspondent Name and Maring Adoress Jerry Jacobson, Attorney	4)	DESCRIPTION OF	Trade or Ser	VICE MARI	t .
	PO Box 4687		The Nut	Butter	Comp	any
	Medford, OR 97501					
	Owner or Assignor's Name and Adoress  Maranatha Natural Foods 710 Jefferson					
	Ashland, OR 97520					
3)	DATE MARK WAS ORIGINALLY FILED 7/29/1992					
_	ASSIGNMENT ONLY	1		CANCELLA'	TION ONLY	1
9	CLASS NUMBER(S) FOR WHICH MARK WAS REGISTERED 129,130,131	10)	REGISTRY NUMB	ER		
6)	NAME AND BUSINESS ADDRESS OF ASSIGNEE	11)	EXECUTION Signature:			
ת	IF THE ASSIGNOR IS ACORPORATION, ENTER THE STATE OF INCORPORATION .  Oregon					
8)	IF THE ASSIGNEE IS ACCORPORATION, EXTER THE STATE OF INCORPORATION.					y •••, s
9	EXECUTION Now, therefore, for good and valuable consideration, receipt of which is hereby extinentedged, ASSIGNOR does hereby seeign onto the ASSIGNORE all right, the and interest in and to the mark, together with the good will be furnised in which the west its used for that part of the good will of the business commoned with the use of and symbolized by the mark), and the registration thereof.					
	Assignor Signature:					
	Title:	-				FEEC
_		<u>.</u>				FEES
12	CONTACT NAME DAYT	ME PH				Make aheat for \$10 payes to "Corporation Division."
		<u> </u>	<del>_</del> _			eQTE: Filing type may be paid with VSA or MasterCard. The card number and expiration dain should be submitted on a separate phase for your

CR172 (Rev. 5/96)





Phone: (503) 986-2200 Fas: (503) 378-4381

Secretary of State

Trade and Service Marks—Assignment or Cancellation

Check the appropriate box below:

TRADE AND SERVICE MARK ASSIGNMENT (Complete only 1, 2, 1, 4, 5, 6, 7, 8, 9, 12)

TRADE AND SERVICE MARK CANCELLATION

Corporation Division 255 Capitol St. NE. Suite 151 Satem, OR 97310-1327 (Complete enty 1, 2, 3, 4, 10, 11, 12) T26359 Attach Additional Sheet if Necessary Please Type or Print Legibly in Black ink 4) DESCRIPTION OF TRADE OR SERVICE MARK 1) CORRESPONDENT NAME AND MAILING ADDRESS Jerry Jacobson, Attorney Nuttin'Better PO Box 4687 Medford, OR 97501 2) OWNER OR ASSIGNOR'S NAME AND ADDRESS Maranatha Natural Foods 710 Jefferson Ashland, OR 97520 3) DATE MARK WAS ORIGINALLY FILED 7/29/92 ASSIGNMENT ONLY **CANCELLATION ONLY** 5) CLASS NUMBER(S) FOR WHICH MARK WAS REGISTERED 10) REGISTRY NUMBER 129,130,131 6 NAME AND BUSINESS ADDRESS OF ASSIGNEE 11) EXECUTION Signature: \_ 7) IF THE ASSIGNOR IS ACORPORATION, ENTER THE STATE OF INCORPORATION. Oregon & IF THE ASSIGNEE IS ACORPORATION, ENTER THE STATE OF .... INCORPORATION . 9) EXECUTION Now, therefore, for good and valuable consideration, receipt of which is hereby adaptivelyed, ASSIGNOR does hereby seeign ento the ASSIGNEE all right. title, and interest in and to the mark, tegether with the good will of the business which the mark to used for that part of the good will of the business connected with the use of and symbolized by the mark), and the registration thereof. Assignor Signature: \_\_ **FEES** te anest for \$10 paper "Coperator Orision." 12) CONTACT NAME **DAYTIME PHONE NUMBER** NOTE: Fling loss may be paid with VIGA or MosterCord. The east number and impressin do should be exemitted on a

CR172 (Rev. 5/96)

TRADEMARK

**REEL: 002044 FRAME: 0361** 

## AMENDMENT OF SUBORDINATED SECURITY AGREEMENT

AMENDMENT OF SUBORDINATED SECURITY AGREEMENT dated August 2, 1999, by and between MARANATHA ACQUISITION CORP., a Delaware corporation ("Grantor"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association ("Lender").

#### WITNESSETH:

- A. Pursuant to a subordinated security agreement dated December 22, 1998 (the "Security Agreement"), Grantor granted to Lender a security interest in certain collateral described therein to secure all indebtedness under a certain senior subordinated loan agreement between Grantor and Lender dated December 22, 1998, in a principal amount of \$1,800,000.
- B. Pursuant to a senior subordinated loan agreement of even date herewith, Lender has loaned to MARANATHA HOLDING CORP., a Delaware corporation ("Borrower"), the additional sum of \$2,000,000.
- C. Grantor is a wholly-owned subsidiary of Borrower and will benefit directly and indirectly from the loan to Borrower.
- D. As a condition precedent to making the loan to Borrower, Lender has required that Grantor amend the Security Agreement such that it secures the additional indebtedness.

NOW, THEREFORE, the parties agree as follows:

1. Section 9 of the Security Agreement is hereby amended and restated to read in its entirety as follows:

"The words 'Subordinated Loan Agreement' mean collectively (a) the Senior Subordinated Loan Agreement dated December 22, 1998, between Grantor and Lender providing for a 12% Subordinated Promissory Note in the amount of \$1,800,000; and (b) the Senior Subordinated Loan Agreement between Borrower and Lender dated August 2, 1999, providing for a 13% Subordinated Promissory Note in the amount of \$2,000,000."

-1-

1099117.1



2. Except as expressly set forth herein, the Security Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

MARANATHA ACQUISITION CORP.

U.S. BANK NATIONAL ASSOCIATION

By: //late/ ( Phully in)
Title: Vice President/

-2-

1099117.1

# SECOND AMENDMENT OF SUBORDINATED SECURITY AGREEMENT



SECOND AMENDMENT OF SUBORDINATED SECURITY AGREEMENT dated as of February 10, 2000, by and between MARANATHA ACQUISITION CORP., a Delaware corporation ("Grantor"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association ("Lender").

#### WITNESSETH:

- A. Pursuant to a subordinated security agreement dated December 22, 1998, as amended August 2, 1999 (the "Security Agreement"), Grantor granted to Lender a security interest in certain collateral described therein to secure all indebtedness under a certain senior subordinated loan agreement between Grantor and Lender dated December 22, 1998, in a principal amount of \$1,800,000, and a certain senior subordinated loan agreement between Maranatha Holding Corp., a Delaware corporation ("Borrower"), and Lender, dated August 2, 1999, in a principal amount of \$2,000,000 (together, the "Loan Agreements").
- B. Pursuant to a certain restatement and amendment of credit agreement of even date herewith, Lender has loaned or agreed to loan to Borrower the additional sum of \$1,500,000.
- C. Grantor is a wholly-owned subsidiary of Borrower, and the proceeds of the additional loans will be used by Grantor to acquire the assets of Loriva Supreme Foods, Inc., pursuant to an asset purchase agreement.
- D. As a condition precedent to making the loan to Borrower, Lender has required that Grantor amend the Security Agreement such that the assets of Loriva Supreme Foods, Inc., acquired by Grantor secure the existing indebtedness under the Loan Agreements.

## NOW, THEREFORE, the parties agree as follows:

- 1. All of the assets acquired by Grantor pursuant to the asset purchase agreement between Grantor and Loriva Supreme Foods, Inc., dated as of February <u>10</u>, 2000, including without limitation the items listed on Schedules 2.1(b) through 2.1(l) attached hereto, shall secure the Indebtedness (as that term is defined in the Security Agreement) and are hereby added to the definition of "Collateral" contained in Section 1.2 of the Security Agreement.
- 2. Schedule 2 attached to this Amendment is substituted for Schedule 2 attached to the Security Agreement.

-1-

1140486.1



Except as expressly set forth herein, the Security Agreement shall remain 3. unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

U.S. BANK NATIONAL ASSOCIATION

- 2 -

1140486.1

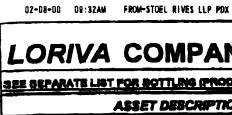


Schedule 2.1(b)

# TANGIBLE PERSONAL PROPERTY

Attached

FFDOCS1\254917.1



LORIVA COMPANY OWNED ASSETS			Prepared by Marie D.	
SEE BEPARATE LIST FOR BOTTLING (PRODUCTION FILLING LINE)	QUIPMEN	T - SEPT. 96		
ASSET DEBCRIPTION	QTY	Purchased from	Purahese Date	
and the second seconds and the second				
DESKS - 30"W x 60"L	4			
CHAIRS	4			
TABLE TOPS ONLY (NO DRAWERS)	4			
FILE CABINETS - 6 DRAWER	3			
FILE CABINETS - 4 DRAWER	1			
FILE CABINETS - 3 DRAWER	1			
LATERAL FILE CABINET - 4 DRAWER	1			
BOOKSHELF, WHITE, & SHELF (FOR DISPLAY IN MAIN OFFICE)	1			
BOOKSHELF, 1 SHELF (VICKY'S CUBICLE)	1			
BOOKSHELF, 5 SHELF-MARIO'S OFFICE	1			
LITERATURE ORGANIZATION RACKS -35 COMPARTMENT	2			
MAGNETIC PLANNING BOARDS - MARIO'S OFFICE	3			
WIPE BOARDS	1			
CORK BOARDS	3			
STAPLERS	4			
TAPE DISPENSERS	4			
HOLE PUNCHERS	4			
CLIPBOARD8	5			
ROLODEXS	3			
MITA DC-1560 COPY MACHINE & Floor Stand Cabinet - I.D. 35897	1_	MON OFFICE SOLUTIONS		
CANNON FAXPHONE 8440 BUBBLE JET FACEIMILE	1_			
TYPEWRITER, ELECTRIC- BROTHER MODEL# 6X-4750	1			
AT&T (LUCENT TECH) ANSWERING SYSTEM WITH TIME/DAY #126	11		·	
TEXAS INST. TISSO ADDING MACHINE	1	OFFICE DEPOT	Mar-4	
SHARP ELECTRONIC PRINTING CALCULATOR EL-1626	1			
VICTOR ELECTRONIC PRINTING CALCULATOR 1460-2	1			
NEC MULTI LINE PHONES	6	TELE-FIRO, Renkenkens, NY		
•		TRADEMARK		

REEL: 002044 FRAME: 0367

# Prepared LORIVA COMPANY OWNED ASSETS by Marie D. SEE BEPARATE LIST FOR BOTTLING (PRODUCTION FILLING LINE) EQUIPMENT - SEPT. 99 Purchased from QTY ASSET DESCRIPTION THE PERSON NAMED IN COLUMN THE PARTY OF THE **GMI Electronics**, NY Oct-87 Rebuilt Ocean P120 Pentium Mini-tower peer to peer "File Server" with new HP T3000 1.6GB tape back up-Colorado backup software 16MG RAM, 2.1 GB HDD, CD ROM, WINSS Installed NETWORK ready Peachtree Accounting Softwere- YZK compliant installed Microsoft Word / Excel 7.0 Version Software installed Keyboard, mouse and Acerview 347 LVGA 14" color Monitor Internal Modem - Internet Ready-MicroSoft INTERNET EXPLORER Total Peripherels Desitop Computer (20424) - 486DX-2 66 MGHTZ 2 15MG RAM, 1.56 GB HDD, CD ROM, WINSS Installed-NETWORK ready Peachtree Accounting Software- YZK compliant installed Microsoft Word / Excel 7.0 Version Software installed Keyboard, mouse and AcerView 34T UVGA 14" color Monitor Internal Modern - Internet Ready Internal Modem - Internet Ready- MicroSoft INTERNET EXPLORER SUMBLET BY LOCKS SOME ECONPMENT LISTED TELEVIER. 1 OFFICEMAX XEROX DOCUPRINT P12 LASER PRINTER NEC PINWRITER P6300 HIGH-SPEED MATRIX PRINTER-136 Column 1 Jen-40 OFFICE DEPOT EPSON LQ-570+ MATRIX PRINTER

5032202480

LORIVA COMPANY OWNED ASSETS			Prepared by Merio D.
SEE SEPARATE LIST FOR BOTTLING (PRODUCTION FILLING LINE)	<b>GUIPMEN</b>	T - 86PT, 99	
ASSET DESCRIPTION	QTY	Purchased from	Parahase Date
CHECKET CONTROL AND THE PROPERTY OF THE PROPER		· ·	
DESKS	4		
CHAIRS	4		
EQUIPMENT TABLE TOPS	1		
FILE CABINETS - 5 DRAWER	. 1		
FILE CABINETS - 3 DRAWER	1		
METAL STORAGE CABINET - 2 DOOR- 3' x 6'	3		
WIPE BOARDS	1		<b></b>
CORK BOARDS	1		-
STAPLERS	2		<del> </del>
TAPE DISPENSERS	2		
CLIPBOARDS	4		
LUNCH ROOM TABLE	1_1_		-
LUNCH ROOM CHAIRS	4		<del> </del>
REPRIGERATOR	1		
MICROWAVE	1		
ACROPRINT TIME CLOCK - MODEL# 125	1_1_		
	ļ		
	24		
INVENTORY RACKING-CONNECTING- 6' WIDE (WAREHOUSE AREA)			+
MISCELLANEOUS METAL SHELF RACKS (Production & Warehouse)	10 1 LOT		
MISCELLANEOUS TOOLS	<del>                                     </del>		
HAND PALLET JACK	1		+
ELECTRIC DRUM PUMP	1 . 4		
AIR POWER DRUM STIRRER	+		
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REEL: 002044 FRAME: 0369

# CAPITAL EQUIPMENT ASSET LIST- LORIVA SUPREME FOODS, INC.

## LORIVA BOTTLING LINE EQUIPMENT LIST -POWER & AIR REQUIREMENTS - LINE LAYOUT

op-00 by Marie D.

Packaging Dynamics, Inc. <u>Fully Automatic Straight Line Filler</u> - Mit'd. in 1965 - Medel #55LA-6 S/N M67123 Equiped with 6 Stainles Steel Nozzie Gravity Fill Heads with DC Variable Drive, Meters, Pump, Drip Pan 12 feet long x 4 1/2" wide Deirin chain Power Conveyer, photo-electric sensor switches (2), pneumatic gate cylinders (2) and NITRO FLUSH system adapted by Lorive Purchased New in 1988 Lesson Elec. Corp.,Wi. :TEFC P/N 118013.00/Model # C0C17FB2F

Machine Filling Motor:

TYPE CONT Duty - 3/4 HP - 1725 RPM /115 VOLT /1 PH /66HZ

MOTOR: Leroy-Samer, Canada -Powerblock Model# D46 - 8/N D4200772 Supply Tank Motor and Pump:

TYPE Cont Duty - 3/4 HP - 1725 RPM / 200 VOLT /3 PH /60HZ / 2.9 AMP <u>PUMP</u>: Albin Pump, Atlanta,QA. : SLP# 107 - PES A31 B1 A O T

S/N 139221 / MAX 230 Deg F / 116 P.S.I.

Conveyor Motor (Power Transmission Drive): Dayton Corp. 1/2 HP-115/236V /6.8 AMP/1 PH/ 1725 RPM/ 60HZ

Right Angle Variable Speed Bek Drive - Reversible

Grainger Corp. Stock No. 6K119 Air Requirements: 80 PSIG

Production Capacity Rating: 36 com

The New Resine Corp, Brookyin, NY <u>Auctmatic Screw Capping Machine</u>: 1966-Single Chuck, Model #620 -4M 3371 equiped with large cap hopper, 18 foot long x 5" wide Stainless steel bolt Power Conveyor and Photo-electric eye Drive and Hopper Motors - 1 of each- RATINGS: 1/4 HP- 118/230 VOLTS-/5.2/2.6 AMPS/1 PHASE-Continues Duty

Air Requirements: NONE Chuck size: 28mm/400

Production Capacity Rating: 65 com up to 3" Dis. Purchased Used in Sept. 1989

\*NOTE THAT FOR OVERALL ABOVE POWER REQUIREMENTS. EACH OF THE ABOVE 2 MACHINES ARE CONNECTED TO A FLEX 12/4 -3 PHASE POWER DROP LINE (located over top of machinery). 3 PH FUSE BREAKER SWITCH PROTECTION FOR COMBINED 2 MACHINES IS 18 AMPS TOTAL.

Peckaging Dynamics, Inc. <u>Unscrembler Rotary Table 48" Diameter</u> Model #UNS-48
Equiped with Stainless Steel construction Table Top & side panels and DC/SCR Variable Speed control unit Drive Mater: Dayton Corp. - DC Variable Speed - 90 VOLTS DC- 1 PHASS-Continues Duty! .75 AMP

Purchased New in May 1986

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Auto Labe,inc., Florida <u>Automatic Labeling System</u> consisting of below items: Auto Labe Automatic Pressure Sensitive Label Applicator (Genred Down) - Model #110 LH (Lefthand) S/N \$38664 Equiped with 18" O.D. Label Roll Holder - Wide Label Web Width up to 7" Roll with 3" Core - Optional Kit #860 and Photo-electric Sensor Unit #865

Power Requirements: 115 VOLTS AC / 60HZ / 1 AMP (max)

Auto Labe <u>4" Wrep Conveyor Station with Back Fence</u> - Model #430 LH (Lefthand) 3/N 930555 Drive Motor: Baldor Corp. - Variable Speed 1/5 HP- 90 VOLTS DC-1 PHASE-Continues Duty/ 1,3 AMP/ 3450 RPM

Auto Labe Hot Stamp Imprimer - Model #310 S/N \$30556 Power Requirements: 115 VOLTS AC / 60HZ / 1 AMP (max) Purchased New in Oct. 1983 Production Capacity Rating: 18-35com

<u> Air Requirements: Minimum 50 PSIG / 4 BCFM</u>

<u>"ABOVE LABBLING SYSTEM IS ATTACHED TO REBINA CAPPER POWER CONVEYOR SECTION.</u>

Page 4

# CAPITAL EQUIPMENT ASSET LIST- LORIVA SUPREME FOODS, INC.

# LORIVA BOTTLING LINE EQUIPMENT LIST -POWER & AIR REQUIREMENTS - LINE LAYOUT

Axon Corp, N.C. <u>Automotic BanckSteams Apolicator with Upright H.D. Floor Stend</u> -Nodel #62-A1 am A-4030 <u>Sautoment Space</u>: Speed of 45 CPM / Band Layfluts 25-500mm / Band Thickness 1.5-4.0 mil / Band out langths 25-60mm Band Type- Roll (Heat Shrinkable and Tamper Svident) up to 16" in diameter. Container specing = 6" apart. Knife: Guillotine Type - good for 7-5 million systes. Can be sharpened once.

Power Requirements: 110 VOLTS AC / SONZ / 18 AMP / SINGLE PHASE

Air Requirements: 60 PSIG (max) / 2 CFM

Production Capacity Rating: 40 cpm

Purchased New in May 1994

## \*ABOVE SLEEVE APPLICATOR IS LOCATED AT END OF RESINA POWER CONVEYOR SECTION.

END OF BOTTLING LINE equiped with a \$ 1/2 feet long x 3 1/2" wide <u>Fewer Commerce Belt</u> (attached to Resina Power Conveyor Belt) mounted with a <u>Heat Tunnel</u> (Loriva Mir'd) -12"long x 4"wide.Tunnel mounted with a Master Appliance Corp. Heat Gun -Mir'd HG-501A (800-750 Degree F)

Power Requirements: Dayton Corp SCR Varsible Speed Control Unit and Dayton Motor for Conveyor 110 VOLTS AC / 50-60HZ - 1/2 HP / SINGLE PHASE

## 

"NOTE THAT FOR OVERALL POWER REQUIREMENTS. THE ASOVE MACHINES ARE CONNECTED TO A TOTAL OF 8 BACH -12/3 POWER DROP LINES (located ever top of machines). FUSE BREAKER SWITCH PROTECTION FOR ABOVE MACHINES IS 20 AMPS PER BREAKER.

# LORIVA BOTTLING LINE LAYOUT

OVERALL LENGTH OF PRODUCTION BOTTLING LINE IS 30 FEET + 4 FEET FOR PACK TABLE.

Page 5

# CAPITAL EQUIPMENT ASSET LIST- LORIVA SUPREME FOODS, INC

# LORIVA ADDITIONAL PRODUCTION EQUIPMENT LIST -POWER & AIR REQUIREMENTS

Nev-86 by Marie D

Accepted: Co.,Co. <u>Finel-26 & Head Time-Prospers Filler</u> - Model sPINCH 26 SAI A18191906
Squiped with 6 Stainless Steel 5/15" Nazzies -Ne drip- Wand, S.S. Pusitive Diplobament Pump with Bi-Puss

Power Requirements for Micro-processor Control Unit: 118 VOLTS AC / 98HZ

Pump Motor: Lesson Elec. Corp.,Wi. Medelli C42D17FK7A

3/4 HP -1780 RFM / 99V/1PH / 7 AMP

<u>Air Requirements:</u> 60 PSIG

Production Capacity Rating: 240 com for 1.7 oz (50mi) bottle size Purchased New in Sept. 1997

AUGER FILLING MACHINE with Pump motor for filling QUARTS & HALF GALLON bottles (Jocanad in Food Service production room)

Power Requirements: 1/2 HP MOTOR -129/849 VOLTS AC-1 PHASE-50/90HZ - 1725 RPM

Purchased from: KEITH MACHINERY CORP., LINDENHURST, N.Y.

Production Capacity Rating: 2-5 CPM

Swen-Metic Tableton Sem-Automatic Capter - Model #48-PC SSRAL NO. 48-PC-2372 Metric In 1980 by Automation Devices, Inc., Fakyley, PA.

Power Requirements: 1/4 HP MOTOR -120/240 VOLTS AC-1 PHASE- SOMEHZ

Production Capacity Rating: Standard Spindle Speed 43 Strokes/Minute

Labelette Hot Mell Glue Labelet - Model #11C SERIAL NO. 118737 Mfrd 4/87 by LABELETTE CO., FOREST PARK, IL.

Power Requirements:110 VOLTS AC-1 PHASE- 60HZ - 24 AMPS (with Hot Melt Glue Pan)

Production Capacity Rating: 20 CPM

Star Filter and related equipment and accessories purchased from Star Systems, Finnonsville, South Carolina 3/4/86

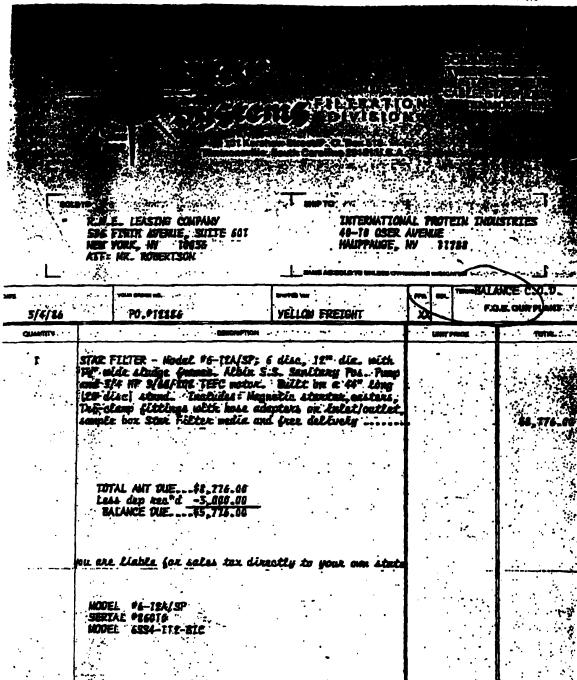
MC Model 1200 Piston Filler, purchased from Keith Machinery Corp., indenhurst, New York 4/9/86

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DESCRIPTIONS PROTEIN DECEMBER M. B. LEMING CHESKY 40-10 Com. Jun SIG Pifti Avenue, Suftis 601. Nav York, NY 10036 · Biggange, MY Attn: Mr. Robertson. 516-231-7940 C.O.D. we PO \$12486 12/16/86 parameter and the state of GIMMINTY ... SEES FIGURE & PROPER - each consisting of one (1) PROPE with accions 6 cms (2) FROME, 12" diameter, with 1 1/2" white shulps frames; FLES new 7" spec-her, bottom inlet - po fit your 6 diameter. 3 .. Star Filter, model 46-128/SP, model 6894-112-BIC serial 486010 MYS sales text (7 1/4%) ... ST,402-83 13.54 UPS, changes. 51.016.37 BJE WILL BE A FINANCE CHARGE OF I MAKE C PAYABLE TO R MODIFICAL MAY PAST DUE ACCOU HILLIARD OF

NO. H86511

TRADEMARK

**REEL: 002044 FRAME: 0374** 

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1	Three Andrews (2) DFD	
9-86	99776001 Rd Infall com pickup	7
	(1) NMC Model 1200 Piston Filler.	
One	SELLING PRICE, FOB LINDENHURST, NY \$3100.	00
	HALANCE DUE	
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None

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#### CONTRACTS

- Dipasa- Contract No. 4068,4069,4070 (Raw Materials)- ATTACHED 1.
- Leone Industries- Blanket No. 334 & 335 for bottles- ATTACHED 2.
- Catania-Spagna- Contract No. 488, 406 (Raw Materials)- ATTACHED 3.
- Food & Vine. Inc.- Blanket No. 784 (Italian Grapeseed Oil)- ATTACHED 4.
- Penn Bottle and Supply Co.- Blanket No. 766 & 686 (Caps)- ATTACHED 5.
- Ribon Ind./J Rice Plastics- Blanket No. 730 (Bottles)- ATTACHED 6.
- Burch Bottle & Packaging, Inc.- Blanket No. 767 (Caps)- ATTACHED 7.
- Pro-Tek Packaging Group, Inc.- Blanket No. 709 (Seals)- ATTACHED 8.
- 9. Sprint Communication Services- ATTACHED
- Sprint PCS Mobile Phone ATTACHED 10.
- LANDSCAPING & DESIGN- Snow Removal- ATTACHED 41 3 00 11.
- Non-binding discounted rates on inbound and outbound freight by: 12.

a.	RTI	53%
b.	ROADWAY	59%
c.	APA	65%
đ.	PLYMOUTH ROCK	60%

- **VENDOR BLANKET ORDERS- ATTACHED** 13.
- 17 Broker Contracts- ATTACHED 14.

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1.	LORIVA- Int. Cl.: 29; Prior U.S. Cl.: 46; Reg. No. 1,493,354; Registered June 21
	1988; Vegetable Oils For Foods, First Use 7-21-1987; In Commerce 7-21-1987;
	Ser. No. 691,997, Filed 10-26-1987; Mary E. Hannon, Examining Attorney.

- CANOLIVE- Int. Cl.: 29; Prior U.S. Cl.: 46; Reg. No. 1,656,943; Registered Sep. 10, 1991; Vegetable Oils For Foods, First Use 8-7-1990; In Commerce 8-7-1990; Ser. No. 74-034,310, Filed 3-5-1990; Timothy D. Pecsenye, Examining Attorney.
- 3. LORIVA- UK- Registered as of December 30, 1997; Reg. No. 2,154,629.
- 4. LORIVA- JAPAN- Registered as of July 16, 1999; Reg. No. 4,295,410.
- 5. JAZZ- listed under U.S. Serial No. 75/190,743; in line for Registration as of December 1, 1999.

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# INTELLECTUAL PROPERTY LICENSES

None

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#### **PERMITS**

- Food Processing License- NY, Expires 08/14/2001- ATTACHED\* l.
- 2. Kosher Certificate-Organized Kashrus Laboratories; Issued August 26, 1999; Certificate No.: 8136-1; ID No.: 27329-27340- ATTACHED\*

\*Non-Transferable

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#### SCHEDULE 2.1(b) RECEIVABLES

To be provided at Closing.

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None

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#### **PREPAIDS**

- 1. NAFST Winter Show 2000 in the amount of \$2000.00
- 2. NAFST Summer Show 2000 in the amount of \$732.00

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## TELEPHONE LINES AND NUMBERS

- 1. 1-800-945-6748
- 2. 631-737-4700
- 3. 631-738-2065
- 4. 631-738-0853
- 5. 631-738-0856
- 6. 631-738-0859
- 7. 631-738-0861
- 8. 631-738-0863
- 9. 631-738-9469 (fax)
- 10. 978-263-6924 (Bob's fax)

## **SCHEDULE 2**

[revised IP schedule]

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#### EXHIBIT 5.1(S)

#### List of Intellectual Property

## Maranatha Holding Corp.

Federal Mark	Res. No.	Reg. Date	Serial No.	Appin. Date
TRULY INSPIRED NATURAL FOODS	N/A	N/A	75/862,455	Dec. 2, 1999
Inspired natural foods	N/A	N/A	75/862,627	Dec. 2, 1999
NOTE: The following four applications, i	n the name of )	daranatha Holding	Corp., are in pro	ocas:
NSPIRED (Word)(Actual Use)	· N/A	N/A	N/A	N/A
NSPIRED (Word) (Intent-to-Use)	N/A	. <b>N</b> /A	N/A	N/A
Logo (N with S design) (Actual Use)	N/A	'N/A	N/A	N/A
Logo (N with S design) (Intent-to-Use)	N/A	N/A	N/A	N/A

#### Maranatha Acquisition Corp.

Federal Mark	Rog. No.	Res. Date	Scriel No.	Applu, Date
MARANATHA NATURAL POODS	1,453.359	Aug. 18, 1987	73-632673	Nov. 28, 1986
NOTE: The following three registrations process of being assigned to Ma	s, currently in the ranatha Acquisiti	name of Loriva Su on Corp.:	preme Poods, in	ic., are in the
JAZZ	2,309,560	Jan. 18, 2000	75-190,743	Oct. 31, 1996
CANOLIVE	1,656,943	Sept. 10, 1991	74-034,310	March 5, 1990
LORIVA	1,493,354	June 21, 1988	73-691,997	Oct. 26, 1987

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Revised February 7, 2000

State of Oreson Mark Reg. No. Reg. Date Serial No. Appin. Date

THE NUT BUTTER COMPANY T26,360 July 29, 1992 N/A N/A

NOTE: The following registration is current, but will be allowed to empire on July 29, 2002:

NUTTIN' BETTER T26,359 July 29, 1992 N/A N/A

NOTE: The following mark, registered to Maranatha Natural Poods, Inc., is in the process of being assigned to Maranatha Acquisition Corp.:

MARANATHA NATURAL FOODS T21,378 Feb. 3, 1987 N/A N/A

#### Sunlight Foods, Inc.

- The fictitious business name statement for the name "Sunspire" filed by the Company in Alameda County
  is attached.
- Trademark License Agreement between the Company and FruitSource, dated 8/1/95, expiring 8/1/2005.
- 3. See Attached.

Revised February 7, 2000

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Revised 2/3/00

#### SUNLIGHT FOODS, INC. STATUS OF UNITED STATES TRADEMARKS STATUS MARK Registered 5/9/95 BAKING BREAK Expires 5/9/2005 Serial No. 74/491,265 (Section 8 & 15 Affidavit due between Reg. No. 1,893,256 5/9/2000 and 5/9/2001 Registered 4/30/1996 BERRY WILD CRITTERS Expires 4/30/2006 Serial No. 74/667,339 (Section 8 & 15 Affidavit due between Reg. No. 1.971,290 4/30/2001 and 4/30/2002) Registered 7/3/84 CAROBA Expires 7/3/2004 Reg. No. 1.284,507 Section 8 & 15 Affidavit filed with PTO on 1/16/90. PTO sent notice 7/30/90 that Section 8 & 15 Affidavit fulfills the statutory requirements and has been accepted by PTO. Registration now incontestable. (Note: when filing renewal application, must also file Section 8 Affidavit.) Registered 6/14/88 CHIP LOGO Expires 6/14/2008 Serial No. 73/653,230 Section 8 & 15 Affidavit filed with PTO on Reg. No. 1,492,474 7/12/93. PTO sent notice 11/22/93 that Section 8 & 15 Affidavit fulfills the statutory requirements and has been accepted by the PTO. Registration now incontestable. Registered 12/9/1997 CRUNCHUES Expires 12/9/2007 Scrial No. 75/109,853 (Section 8 & 15 Affidavit due between Reg. No. 2,120,523 12/9/2002 and 12/9/2003) EPIC Registered 7/13/1999 Serial No. 75/474,545 Expires 7/13/2009 (Section 8 & 15 Affidavit due between Reg. No. 2,261,715 7/13/2004 and 7/13/2005) (Note: when filing renewal application, must also file Section 8 Affidavit.)

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SUNLIGHT FOODS, INC. STATUS OF UNITED STATES TRADEMARKS		
MARK	STATUS	
uS"	Registered 10/11/1983	
Reg. No. 1.253,883	Expires 10/11/2003	
	Section 8 & 15 accepted and acknowledged.	
	Registration now incontestable.	
	(Note: when filing renewal application, must	
	also file Section 8 Affidavit.)	
SUNDROPS	Registered 1/26/93	
Serial No. 74/199,707	Expires 1/26/2003	
Reg. No. 1,748,713	Section 8 & 15 accepted and acknowledged.	
	Registration now incontestable.	
	(Note: when filing renewal application, must also file Section 8 Affidavit.)	
SUNSPIRE	Registered 9/6/1983	
Reg. No. 1,250.605	Expires 9/6/2003 Section 8 & 15 accepted and acknowledged.	
	Registration now incontestable.	
	(Note: when filing renewal application, must	
	also file Section 8 Affidavít.)	
SUNSPIRE BAT BITES	Registered 10/22/1996	
Serial No. 74/570,092	Expires 10/22/2006	
Reg. No. 2.009.367	(Section 8 & 15 Affidavit due between	
REE. 140. 2.003.307	10/22/2001 and 10/22/2002)	
SUNSPIRE CRYSTAL	Registered 4/11/95	
Serial No. 74/491,264	Expires 4/11/2005	
Reg. No. 1,888,701	(Section 8 & 15 Affidavit due between	
	4/11/00 and 4/11/01)	
SUNSPIRE EARTHBALLS	Registered 10/31/95	
Serial No. 74/497,269	Expires 10/31/2005	
Reg. No. 1,930,743	(Section 8 & 15 Affidavit due between	
	10/31/2000 and 10/31/2001)	
SUNSPIRE SHOOTING STARS	Registered 8/15/1995	
Serial No. 74/497,267	Expires 8/15/2005	
Reg. No. 1,911.621	(Section 8 & 15 Affidavit due between	
	8/15/2000 and 8/15/2001)	

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SUNLIGHT FOODS, INC. STATUS OF UNITED STATES TRADEMARKS		
MARK	STATUS	
SUNSPIRE TOFFEE CRUNCH Serial No. 75/303.574 Reg. No. 2,226,738	Registered 2/23/1999 Expires 2/23/2009 (Section 8 & 15 Affidavit due between 2/23/2004 and 2/23/2005)	
SWEETS-TO-GO Serial No. 75/560,585	Application filed 9/28/98 (Intent-to-Use) Notice of Allowance issued by PTO on 7/20/1999. Statement of Use filed on 1/20/2000. Awaiting acceptance of Statement of Use and Certificate of Registration.	
TRULY INSPIRED NATURAL Serial No. 75/415,673 Reg. No. 2,201,542	Registered 11/3/1998 Expires 11/3/2008 (Section 8 & 15 Affidavit due between 11/3/2003 and 11/3/2004)	

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# SUNLIGHT FOODS, INC. STATUS OF FOREIGN APPLICATIONS

MARK	COUNTRY	STATUS
SUNSPIRE Application No. 1305283	European Union	Application filed 9/10/99.
SUNSPIRE Application No. 1032475	Canada	Application filed 10/14/99.
SUNSPIRE Application No. 9627499	Japan	Application filed 10/25/99.

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SUNLIGHT FOODS, INC. STATUS OF CALIFORNIA TRADEMARKS		
MARK	STATUS	
CAROBA AND DESIGN OF SUN	Registered 8/1/80 and renewed in 1990	
Reg. No. 62048	Expires 8/1/2000	
"S" in a fanciful depiction	Registered 2/24/82 and renewed in 1992	
Reg. No. 65549	Expires 2/24/2002	
SUNSPIRE	Registered 2/24/82 and renewed in 1992	
Reg. No. 65548	Expires 2/24/2002	

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**RECORDED: 02/29/2000** 

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